



Issue No.	No. and date	Issued by	subject
	S.O. 1217, dated 15th April, 1965.	Election Commission, India.	Appointing the Deputy Secretary, Jammu and Kashmir Legislative Assembly to assist the Returning Officer for the election referred to in S.O. 1214 above.
	S.O. 1218, dated 15th April, 1965.	Do.	Fixation of hours for the election referred to in S.O. 1214 above.
79	S.O. 1219 dated 15th April, 1965.	Delimitation Commission.	Proposals in respect of distribution of seats allotted to the State of Assam.
80	S.O. 1220, dated 15th April, 1965.	Ministry of Labour and Employment.	Establishing the Mormugao Dock Labour Board.
81	S.O. 1319, dated 21st April, 1965.	Cabinet Secretariat.	Amendments in the Government of India (Allocation of Business) Rules, 1961.

ऊपर लिखे असाधारण गजटों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

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## भाग II—खण्ड 3 उपखण्ड (ii)

### PART II—Section 3—Sub-section (ii)

(राज्यसंघालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ।

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

### ELECTION COMMISSION, INDIA

New Delhi, the 20th April 1965

**S.O. 1328.**—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for bye-election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the bye-election held in 1965 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule failed to lodge any account of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate      Serial No. and name of constituency

1

2

Shri Ram Singh, Village Dhanipur,  
Tahsil Koll, District Aligarh.

76-Hathras (SC)

[No. UP-HP/76/65-BYE(I).]

New Delhi, the 26th April 1965

**S.O. 1329.**—In exercise of the powers conferred by sub-section (I) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Andhra Pradesh hereby nominates Shri P. V. Rathnam, I.A.S. as the Chief Electoral Officer for the State of Andhra Pradesh with effect from the date he takes over charge and until further orders *vice* Shri Dilsukh Ram, I.A.S.

[No. 154/1/65.]

PRAKASH NARAIN, Secy.

गृह मंत्रालय

नई दिल्ली 30 नवम्बर, 1964

**एस.ओ. 1330**—संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारतीय लेखा-परीक्षा और लेखा विभाग में सेवा करने वाले व्यक्तियों के सम्बन्ध में नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात्, राष्ट्रपति ने एतद्वारा निम्नवर्ती नियम बनाये हैं, अर्थात् —

केन्द्रिय सिविल सेवा (आचरण) नियम 1964

**1 संक्षिप्त नाम प्रारम्भ और लागू होना.**—ये नियम केन्द्रीय सिविल सेवा (आचरण) नियम, 1964 कहे जा सकेंगे ।

(2) ये तुरन्त प्रवृत्त होंगे ।

(3) इन नियमों में अन्यथा उपबंधित के सिवाय और भारतीय विदेश सेवा (आचरण और अनुशासन) नियम 1961 के उपबंधों के अध्वधीन, ये नियम संघ के कार्यों के संसर्ग में सिविल सेवा या पद पर (जिसके अन्तर्गत रक्षा सेवा में सिविलियन भी है) नियुक्त हुए एक व्यक्ति को लागू होंगे ; परन्तु इन नियमों की कोई बात उस सरकारी सेवक को लागू न होगी जो—

(क) (I) भारतीय रेल अधिनियम, 1890 (1890 का 9) की धारा 3 में यथापरिभाषित रेल सेवक है,

(II) ऐसा व्यक्ति है जो रेलवे बोर्ड में पद धारण किए हुए है और रेल सेवा (आचरण) नियम के अध्वधीन है,

(III) रेलवे बोर्ड या रेलों के वित्तीय आयुक्त के प्रशासनिक नियंत्रणाधीन कोई पद धारण किये है,

(ख) अखिल भारतीय सेवा का सदस्य है,

(ग) ऐसे किसी पद का धारक है जिसके सम्बन्ध में राष्ट्रपति ने साधारण या विशेष आदेश द्वारा यह घोषित किया हो कि ये नियम उसे लागू नहीं होंगे ;

परन्तु यह और कि नियम 4, 6, 7, 12, 14, नियम 15 का उपनियम (3), नियम 16, नियम 18 के उपनियम (1), (2) और (3), नियम 19, 20 और 21 ऐसे किसी सरकारी सेवक को लागू नहीं होंगे जो 500 रु० प्रति मास से अनधिक वेतन पाता है और सरकार के स्वामित्वाधीन या प्रबन्धाधीन निम्नलिखित संस्थापनों में से किसी में भी अराजपत्रित पद धारण किये है, अर्थात्—

- (i) बन्दरगाह, गोदी, भराईघाट या उतराई घाट ;
- (ii) प्रशिक्षण संस्थापनों को छोड़कर अन्य रक्षा प्रतिष्ठापन ;
- (iii) लोक निर्माण संस्थापन, जहाँ तक वे कर्मभूत कर्मचारीवृन्द से सम्बद्ध हैं ;
- (iv) सिंचाई और विद्युत शक्ति संस्थापन ;
- (V) खान अधिनियम, 1952 (1952 का 35) की धारा 2 के खंड (त्र) में यथा-परिभाषित खान ;
- (Vi) कारखाना अधिनियम, 1948 (1948 का 63) की धारा 2 के खंड (ङ) में यथापरिभाषित कारखाना ; और
- (Vii) श्रम विधियों द्वारा शासित कर्मकारों को नियोजित करने वाले केन्द्रीय ट्रेडर संगठन के क्षेत्रीय केन्द्र ।

परन्तु यह और कि ये नियम प्रथम परन्तुक के खण्ड (क) में उल्लिखित सेवा या पद को अस्थायी तौर पर अन्तरित ऐसे किसी व्यक्ति को लागू होंगे जिसे ये नियम, यदि ऐसा अन्तरण न हुआ होता तो अन्यथा लागू होते ।

**स्पष्टीकरण :** द्वितीय परन्तुक के प्रयोजनों के लिए संस्थापन शब्द के अन्तर्गत कोई रेल संस्थापन या ऐसा कोई कार्यालय नहीं है जो मुख्यतया प्रशासन, प्रबन्ध, पर्यवेक्षण, सुरक्षा या कल्याण सम्बन्धी कृत्यों से सम्पृक्त हो ।

2. **परिभाषाएँ.**—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

- (क) “सरकार” से केन्द्रीय सरकार अभिप्रेत है ;
- (ख) “सरकारी सेवक” से ऐसा कोई व्यक्ति अभिप्रेत है जो किसी सिविल सेवा में या संघ के कार्यों से संसक्त किसी पद पर सरकार द्वारा नियुक्त है, और रक्षा सेवक में कोई इसके अन्तर्गत है ;

**स्पष्टीकरण**—जिस सरकारी सेवक की सेवाएं सरकार ने किसी कम्पनी, निगम, संगठन अथवा स्थानीय प्राधिकारी के सुपुर्द कर दी हैं उसकी बाबत, इस बात के होने हुए भी कि उसका वेतन भारत की संचित निधि से भिन्न स्रोतों से लिया जाता है, इन नियमों के प्रयोजनों के लिए, यह समझा जाएगा कि वह सरकार के अधीन सेवा करने वाला सरकारी सेवक है ;

(ग) सरकारी सेवक के सम्बन्ध में “कुटुम्ब के सदस्य” के अन्तर्गत—

- (i) सरकारी सेवक की, यथास्थिति, पत्नी या का पति है, चाहे वह उस सरकारी सेवक के साथ रहती / रहता हो या नहीं, किन्तु इसके अन्तर्गत सक्षम न्यायालय की डिक्ली या आदेश द्वारा सरकारी सेवक से यथास्थिति पृथक् हुई पत्नी या पृथक् हुआ पति नहीं है,

- (ii) सरकारी सेवक का पुत्र या पुत्री अथवा सौतेला पुत्र या सौतेली पुत्री है जो उस पर पूर्णतः आश्रित हो किन्तु इसके अन्तर्गत ऐसा पुत्र पुत्री या सौतेला पुत्र-पुत्री नहीं है जो सरकारी सेवक पर किसी भी प्रकार आश्रित नहीं है या जिसकी अधिरक्षा के भार से सरकारी सेवक किसी विधि के द्वारा या अधीन वंचित कर दिया गया है ।
- (iii) कोई अन्य व्यक्ति है, जिसका उस सरकारी सेवक अथवा उस सरकारी सेवक के पति या की पत्नी के साथ रक्त या विवाह का रिश्ता है और जो ऐसे सरकारी सेवक पर पूर्ण रूप से आश्रित है ।

3—साधारण—(1) हर एक सरकारी सेवक हर समय—

- (i) पूर्ण रूप से सत्यनिष्ठ रहेगा,
- (ii) कर्तव्य परायण रहेगा,
- (iii) ऐसा कोई कार्य नहीं करेगा जो सरकारी सेवक के लिए असोभनीय हो,
- (2) (i) पर्यवेक्षक पद धारण करने वाला हर सरकारी सेवक तत्समय अपने नियंत्रणाधीन और प्राधिकाराधीन सभी सरकारी सेवकों की सत्यनिष्ठा और कर्तव्यपरायणता सुनिश्चित करने के लिए सब सम्भव उपाय करेगा,
- (ii) कोई भी सरकारी सेवक, अपने शासकीय कर्तव्यों के पालन में या अपने को प्रदत्त शक्तियों के प्रयोग में अपने सर्वोत्तम विवेक से अन्यथा कार्य उस दशा के सिवाय न करेगा जब कि वह अपने वरिष्ठ पदाधिकारी के निदेशाधीन कार्य कर रहा है और जहां वह ऐसे निदेशाधीन कार्य करता है वहां वह जहां कहीं व्यवहार्य हो, निदेश लिखित रूप में अभिप्राप्त करना व्यवहार्य नहीं है वहां वह निदेश की लिखित पुष्टि तत्पश्चात् यथाशीघ्र अभिप्राप्त करेगा ।

**स्पष्टीकरण—**उपनियम (2) के खण्ड (ii) की किसी बात का यह अर्थ न किया जाएगा कि वह सरकारी सेवक को इस बात के लिए सशक्त करती है कि वह वरिष्ठ आफिसर या प्राधिकारी से अनुदेश या अनुमोदन उस दशा में चाह कर, जिसमें कि शक्तियों और उत्तरदायित्वों के वितरण की रकमी के अधीन ऐसे अनुदेश आवश्यक नहीं हैं, अपने उत्तरदायित्वों से बचे ।

4.—सरकारी प्रभुत्व प्राप्त प्राइवेट समुच्चयों में सरकारी सेवकों के निष्ठा के नातेदारों का नियोजन—

(1) कोई सरकारी सेवक किसी प्राइवेट समुच्चय में अपने कुटुम्ब के किसी सदस्य के लिए नियोजन प्राप्त करने के लिए अपनी स्थिति या असर का प्रत्यक्ष या परोक्ष रूप से प्रयोग नहीं करेगा ।

(2) (i) वर्ग 1 का कोई आफिसर अपने पुत्र, पुत्री या अन्य आश्रित को किसी ऐसे प्राइवेट समुच्चय में, जिससे उसका शासकीय व्योहार है या सरकार के साथ शासकीय व्योहार रखने वाले किसी अन्य समुच्चय में, नियोजन स्वीकार करने की अनुज्ञा सरकार की पूर्ण मंजूरी के सिवाय, नहीं देगा ।

परन्तु जहां नियोजन की स्वीकृति सरकार की पूर्ण अनुज्ञा तक रोक नहीं जा सकती या अन्यथा अर्जेंट समझी जाती है वहां मामले की रिपोर्ट सरकार को की जाएगी और सरकार की अनुज्ञा के अध्याधीन नियोजन अस्थायी तौर पर स्वीकार किया जा सकेगा ।

(ii) सरकारी सेवक को उ्यों ही अपने परिवार के किसी सदस्य द्वारा किसी प्राइवेट समुच्चय में नियोजन स्वीकार करने का पता चलता है त्यों ही वह ऐसी स्वीकृति की सूचना विहित प्राधिकारी को देगा और यह भी सूचित करेगा कि उस समुच्चय के साथ उसका कोई शासकीय व्योहार है या नहीं रहा है अथवा नहीं,

परन्तु वर्ग 1 के आफिसर की दशा में ऐसी सूचना आवश्यक न होगी यदि वह खण्ड (i) के अधीन सरकार की मंजूरी अभिप्राप्त कर चुका है या उसे रिपोर्ट कर चुका है ।

(3) कोई सरकारी सेवक अपने पदीय कर्तव्यों के निर्वहन में किसी ऐसे मामले पर कार्यवाही न करेगा या किसी समुद्यम या किसी अन्य व्यक्ति को कोई ठेका या उसकी मंजूरी न देगा, यदि उसके कुटुम्ब का कोई सदस्य उस समुद्यम में या उस व्यक्ति के अधीन नियोजित है या वह या उसके कुटुम्ब का कोई सदस्य ऐसे मामले या ठेके में किसी अन्य रीति से हितबद्ध है और वह सरकारी सेवक ऐसे हर मामले या ठेके को अपने वरिष्ठ पदाधिकारी को निर्दिष्ट और वह मामला या ठेका तत्पश्चात् उस प्राधिकारी के जिसे वह निर्दिष्ट किया गया है, अनुदेशों के अनुकूल निपटाया जाएगा ।

5.—**राजनिति तथा निष्पक्षता में भाग लेना**—(1) कोई सरकारी सेवक किसी राजनीतिक दल या राजनीति में भाग लेने वाले किसी संगठन का न तो सदस्य होगा और न उससे अन्यथा कोई सम्बन्ध ही रखेगा और न वह किसी राजनैतिक आन्दोलन या कार्य में भाग लेगा, न उसकी सहायता के लिए चन्दा देगा और न किसी दूसरे तरीके से उसे सहायता देगा ।

(2) हर सरकारी सेवक का यह कर्तव्य होगा कि वह अपने कुटुम्ब के किसी सदस्य को किसी ऐसे आन्दोलन या कार्य में भाग लेने, उसकी सहायता के लिए चन्दा देने या किसी दूसरे तरीके से उसे सहायता देने से रोके जो कि विधि द्वारा स्थापित सरकार को पलटने के लिए किया जा रहा हो अथवा प्रत्यक्ष या परोक्ष रूप में वैसी प्रवृत्ति रखता हो और जहां कि सरकारी सेवक अपने कुटुम्ब के किसी सदस्य को किसी ऐसे आन्दोलन या कार्य में लेने, उसकी सहायता के लिए चन्दा देने या किसी दूसरे तरीके से उसे सहायता देने से रोकने में असमर्थ है वहां वह इस बात की रिपोर्ट सरकार से करेगा ।

(3) यदि इस सम्बन्ध में कोई प्रश्न उठे कि कोई दल राजनीतिक दल है या नहीं या कोई संगठन राजनीति में भाग लेता है या नहीं या कोई आन्दोलन या कार्य उपनियम (2) के प्रविषय के अन्तर्गत आता है या नहीं, तो सरकार का उस पर विनिश्चय अन्तिम होगा ।

(4) कोई सरकारी सेवक विधान मंडल या स्थानीय प्राधिकारी के किसी निर्वाचन के सम्बन्ध में मत याचना या अन्यथा हस्तक्षेप या अपने असर का प्रयोग न करेगा और न उस में भाग लेगा परन्तु—

(i) ऐसे निर्वाचन में मत देने के लिए अर्ध सरकारी सेवक अपने मत देने के अधिकार का उपयोग कर सकेगा, किन्तु जहां वह ऐसा करता है वहां इस बात का कोई संकेत नहीं देगा कि उसने किस रीति से मत देने का निश्चय किया है या मत दिया है,

(iii) इस कारण से ही, कि वह सरकारी सेवक किसी निर्वाचन के संचालन में सहायता अपने ऊपर अधिरोपित कर्तव्य के सम्यक पालन में कर रहा है, उसके बारे में यह न समझा जायेगा कि उसने इस उपनियम के उपबन्धों का उल्लंघन किया है,

**स्पष्टीकरण**—किसी सरकारी सेवक द्वारा अपने शरीर, यान या निवास स्थान पर किसी निर्वाचन चिन्ह का प्रदर्शन करने का यह अर्थ होगा कि वह इस उपनियम के अर्थ के अन्दर निर्वाचन के सम्बन्ध में अपने असर का प्रयोग कर रहा है ।

6.—सरकारी सेवकों का संगमों में सम्मिलित होना—कोई सरकारी सेवक ऐसे संगम में न तो सम्मिलित होगा और न उस का सदस्य ही बना रहेगा जिस के उद्देश्य या कार्यकलाप भारत की प्रभुता और अखंडता अथवा सार्वजनिक व्यवस्था या नैतिकता के हितों पर प्रतिकूल प्रभाव डालने वाले हों ।

7.—प्रदर्शन और हड़तालें—कोई सरकारी सेवक—

(i) किसी ऐसे प्रदर्शन में अपने आप को न लगाएगा या भाग न लेगा जो भारत की प्रभुता और अखंडता, राज्य की सुरक्षा, विदेशी राज्यों के साथ मैत्रीपूर्ण सम्बन्धों, सार्वजनिक व्यवस्था, शिष्टता या नैतिकता के हितों पर प्रतिकूल प्रभाव डालने वाला हो या जिस में न्यायालय अवमान, मानहानि या अपराध का उद्घापन अन्तर्वर्तित हो, या

(ii) अपनी सेवा या किसी अन्य सरकारी सेवक की सेवा से सम्बद्ध किसी मामले के संसर्ग में किसी प्रकार की हड़ताल न तो करेगा न वृष्प्रेरित करेगा ।

8.—प्रेस अथवा रेडियो से सम्बन्ध—(1) कोई सरकारी सेवक, सरकार की पूर्व मंजूरी के बिना, किसी समाचारपत्र या अन्य नियत कालिक प्रकाशन का पूर्णतः या भागतः न तो स्वामी होगा और न उस का संचालन करेगा और न उस के सम्पादन अथवा प्रबन्ध में भाग लेगा ।

(2) कोई सरकारी सेवक, सरकार अथवा विहित प्राधिकारी की पूर्व मंजूरी के बिना, अथवा अपने कर्तव्यों का सद्भावपूर्वक पालन करने से अन्यथा, किसी रेडियो प्रसारण में भाग नहीं लेगा और न किसी समाचारपत्र या पत्र-पत्रिका को अपने नाम में, गुप्तनाम, कृतक नाम से, अथवा किसी अन्य व्यक्ति के नाम से, कोई लेख देगा अथवा पत्र ही भेजेगा ;

परन्तु यदि ऐसा प्रसारण अथवा लेख विणुद्ध साहित्यिक, कलात्मक या वैज्ञानिक ढंग का है तो इस प्रकार की कोई मंजूरी अपेक्षित न होगी ।

9.—सरकार की आलोचना—कोई सरकारी सेवक किसी रेडियो प्रसारण में, अपने नाम से या गुप्तनाम या कृतक नाम अथवा किसी अन्य व्यक्ति के नाम से प्रकाशित किसी दस्तावेज में या समाचार-पत्रों को किसी पत्र-व्यवहार में अथवा किसी सार्वजनिक वक्तव्य में तथ्य या मत सम्बन्धी ऐसा कोई कथन न करेगा—

(i) जो कि केन्द्रीय सरकार अथवा किसी राज्य सरकार को किसी चालू या हाल की नीति या किसी कार्य की प्रतिकूल आलोचना का प्रभाव रखने वाला हो,

परन्तु नियम 1 के उपनियम 3 के द्वितीय परन्तुक में उल्लिखित सरकारी सेवकों की किसी कोटि में सम्मिलित किसी सरकारी सेवक की दशा में इस खंड की कोई बात, ऐसे सरकारी सेवकों के व्यवसाय - संघ के पदाधिकारी के नाते उस के द्वारा ऐसे सरकारी सेवकों की सेवा की दशाओं की संरक्षा के लिए या उन दशाओं में सुधार कराने के प्रयोजन से सद्भाव से अभिव्यक्त किये गये विचारों को लागू न होगी; अथवा

(ii) जिस से केन्द्रीय सरकार और किसी राज्य सरकार के बीच सम्बन्धों में उल्लंघन पैदा हो सकती हो, अथवा

(iii) जिस से केन्द्रीय सरकार और किसी विदेशी राज्य की सरकार के बीच सम्बन्धों में उल्लंघन पैदा हो सकती हो,

परन्तु इस नियम की कोई बात सरकारी सेवक द्वारा अपनी पक्षीय हैसियत में या अपने को समनुदिष्ट कर्तव्यों के सम्यक पालन में किये गये कथनों या अभिव्यक्त विचारों को लागू न होगी ।

10.—सर्ति ति अथवा किसी अन्य प्राधिकारी के समक्ष साक्ष्य—(1) उपनिबन्ध (3) में यथाउपबन्धित के सिवाय कोई सरकारी सेवक किसी व्यक्ति, समिति अथवा प्राधिकारी द्वारा संचालित जांच के सिलसिले में साक्ष्य, सरकार की पूर्व मंजूरी के बिना, नहीं देगा।

(2) जहां कि उपनिबन्ध (1) के अधीन मंजूरी दी गई है वहां, ऐसा साक्ष्य देने वाला सरकारी सेवक केन्द्रीय सरकार की अथवा राज्य सरकार की नीति अथवा किसी कार्य की आलोचना नहीं करेगा।

(3) इस नियम की कोई बात—

(क) ऐसे साक्ष्य के सम्बन्ध में लागू न होगा जो कि सरकार, संसद् या राज्य विधान मंडल द्वारा नियुक्त प्राधिकारी के समक्ष किसी जांच में दिया जाये; अथवा

(ख) ऐसे साक्ष्य को लागू न होगी जो कि किसी न्यायिक जांच में दिया जाये; अथवा

(ग) ऐसे साक्ष्य को लागू न होगी जो कि सरकार के अधीनस्थ प्राधिकारियों द्वारा आदिष्ट किसी विभागीय जांच में दिया जाये।

11.—जानकारी की अप्राधिकृत संसूचना—कोई सरकारी सेवक, कोई शासकीय दस्तावेज या उसका कोई भाग या जानकारी किसी सरकारी सेवक या किसी अन्य व्यक्ति को, जिसे कि ऐसी दस्तावेज या जानकारी संसूचित करने के लिए वह प्राधिकृत नहीं है, सरकार के किसी सामान्य या विशेष आदेश के अनुसार के या अपने को समनुदिष्ट कर्तव्यों के सम्बन्ध में पालन के सिवाय, न तो प्रत्यक्षतः और न परोक्षतः संसूचित करेगा।

12.—बन्धे—कोई सरकारी सेवक, सरकार की अथवा विहित प्राधिकारी की पूर्व मंजूरी के बिना, किसी भी उद्देश्य के अनुसरण में किसी निधि के लिए अथवा नगद या वस्तु-रूप में अन्य संग्रहणों के लिए, अंशदानों की प्रयाचना न करेगा और न कोई अंशदान प्रतिगृहीत करेगा और न उन्हें इकट्ठा करने के काम में अपने को अन्यथा सहयोजित करेगा।

13.—उपहार—(1) इन नियमों में अन्यथा उपबन्धित के सिवाय। कोई सरकारी सेवक कोई उपहार न तो प्रतिगृहीत करेगा और न अपने कुटुम्ब के किसी सदस्य या अपनी ओर से कार्य करने वाले किसी व्यक्ति को प्रतिगृहीत करने की अनुज्ञा ही देगा।

स्पष्टीकरण—“उपहार” शब्द के अन्तर्गत निःशुल्क परिचर्य, भोजन, निवास या अन्य सेवा या कोई अन्य धन संबंधी लाभ है जब कि उसका प्रबन्ध निष्पक्ष के किसी नातेदार या वैयक्तिक मित्र से, जिसका कि सरकारी सेवक के साथ कोई शासकीय व्यवहार न हो भिन्न किसी व्यक्ति द्वारा किया जाए।

टिप्पण (1) : आकरिमक भोजन, सघारी या अन्य सामाजिक आतिथ्य उपहार नहीं समझा जायेगा।

टिप्पण (2) : सरकारी सेवक अपने से शासकीय व्यवहार रखने वाले किसी व्यक्ति से वाणिज्यिक या वाणिज्यिक फर्मों संगठनों आदि से प्रतिध्वयी आतिथ्य या बार बार का आतिथ्य स्वीकार करने से बचेगा।

(2) विवाह, जयन्ती, अन्त्येष्टि या धार्मिक संस्कारों जैसे अवसरों पर, जब कि उपहार देना प्रचलित धार्मिक या सामाजिक प्रथा के अनुरूप हो, सरकारी सेवक अपने निकट के नातेदारों से उपहार प्रतिगृहीत कर सकेगा किन्तु वह सरकार को उस की रिपोर्ट देगा, यदि ऐसे किसी उपहार का मूल्य—

(1) वर्ग 1 या वर्ग 2 का पद धारण करने वाले सरकारी सेवक की दशा में, 500 रुपये से अधिक हो,



- (ii) वर्ग 3 का पद धारण करने वाले सरकारी सेवक की दशा में 250 रु० से अधिक हो, और
  - (iii) वर्ग 4 का पद धारण करने वाले सरकारी सेवक की दशा में 100 रु० से अधिक हो ।
- (3) उपनियम (2) में विनिर्दिष्ट अवसरों पर सरकारी सेवक अपने से शासकीय व्यवहार न रखने वाले अपने निजी मित्र से उपहार प्रतिगृहीत कर सकेगा, किन्तु वह सरकार को उस की रिपोर्ट देगा यदि ऐसे किसी उपहार का मूल्य—
- (i) वर्ग 1 या वर्ग 2 का पद धारण करने वाले सरकारी सेवक की दशा में, 200 रुपये से अधिक हो,
  - (ii) वर्ग 3 का पद धारण करने वाले सरकारी सेवक की दशा में 100 रु० से अधिक हो, और
  - (iii) वर्ग 4 का पद धारण करने वाले सरकारी सेवक की दशा में 50 रु० से अधिक हो ।
- (4) अन्य किसी मामले में सरकारी सेवक सरकार की मंजूरी के बिना कोई उपहार प्रतिगृहीत नहीं करेगा, यदि उस का मूल्य—
- (i) वर्ग 1 या वर्ग 2 का पद धारण करने वाले सरकारी सेवक की दशा में, 75 रु० से अधिक हो, और
  - (ii) वर्ग 3 या वर्ग 4 का पद धारण करने वाले सरकारी सेवक की दशा में 25 रु० से अधिक हो ।

14.—सरकारी सेवकों के सम्मान में सार्वजनिक प्रदर्शन—कोई सरकारी सेवक अपनी प्रशंसा में या धिदाई के अवसर पर कोई मानपत्र, सरकार की पूर्व मंजूरी के बिना, न लेगा, न कोई प्रमाणपत्र ही स्वीकार करेगा और न अपने सम्मान में अथवा किसी दूसरे सरकारी सेवक के सम्मान में की गई किसी सभा या समारोह में ही भाग लेगा;

परन्तु इस नियम की कोई बात—

(1) ऐसे सारतः प्राइवेट और अनौपचारिक ढंग के धिदाई समारोह के सम्बन्ध में लागू न होगी जो कि सेवा निवृत्ति या बदली के अवसर पर उस सरकारी सेवक अथवा किसी दूसरे सरकारी सेवक अथवा ऐसे किसी व्यक्ति के, जिस ने किसी सरकार की सेवा हाल ही में छोड़ी है, सम्मान में किया गया है, या

(2) लोक निकायों या संस्थाओं द्वारा आयोजित साधारण और अल्पव्ययी समारोहों की स्वीकृति के सम्बन्ध में लागू न होगी ।

टिप्पण : किसी धिदाई समारोह के लिए, भले ही वह सारतः प्राइवेट और अनौपचारिक ढंग का हो चन्दा देने के लिए उत्प्रेरित करने के वास्ते किसी सरकारी सेवक पर किसी प्रकार के दबाव या असर का प्रयोग करना, और जो सरकारी सेवक वर्ग 3 या वर्ग 4 का नहीं है उस के सम्बन्ध में समारोह करने के लिए, किन्हीं भी परिस्थितियों में, वर्ग 3 या वर्ग 4 के कर्मचारियों से चन्दा इकट्ठा करना, निषिद्ध है ।

15.—निजी व्यापार या निजीजन—(1) कोई सरकारी सेवक सरकार की पूर्व मंजूरी के बिना, प्रत्यक्ष या परोक्ष रूप से न तो कोई व्यापार या कारबार करेगा और न कोई अन्य नियोजन ही स्वीकार करेगा ;

परन्तु सरकारी सेवक, ऐसी मंजूरी के बिना, सामाजिक अथवा परोपकारी प्रकार का अवैतनिक काम अथवा यदा कदा साहित्यिक, कलात्मक अथवा वैज्ञानिक ढंग का काम इस शर्त के अधीन रहते हुए कर सकेगा कि उस से उस के पदीय कर्तव्यों के निष्पादन में व्याधात न हो, किन्तु वह ऐसा काम न लेगा, या ऐसा काम रोक देगा, यदि सरकार उसे वैसा करने का निदेश दे।

स्पष्टीकरण—अपनी पत्नी या अपने कुटुम्ब के किसी अन्य सदस्य के स्वामित्वाधीन या प्रबन्धाधीन किसी बीमा एजेंसी या कमीशन एजेंसी के कारबार के समर्थन में सरकारी सेवक द्वारा व्यावसायिक उपार्थना इस उपनियम का उल्लंघन समझा जायेगा।

(2) हर एक सरकारी सेवक सरकार को रिपोर्ट देगा यदि उस के कुटुम्ब का कोई सदस्य किसी व्यापार या कारबार में लगा है या किसी बीमा एजेंसी या कमीशन एजेंसी का स्वामी है या प्रबन्ध करता है।

(3) कोई सरकारी सेवक, सरकार की पूर्व मंजूरी के बिना, किसी बैंक या अन्य कम्पनी के, जो कम्पनी अधिनियम, 1959 (1956 का 1) या किसी अन्य तत्समय प्रवृत्त विधि के अधीन रजिस्ट्रीकृत किये जाने के लिये अपेक्षित है, अथवा वाणिज्यिक प्रायोजनार्थ किसी सहकारी संस्था के रजिस्ट्रीकरण, उन्नति या प्रबन्ध में, अपने पदीय कर्तव्यों के निर्वहन के सिवाय, भाग नहीं लेगा।

परन्तु कोई सरकारी सेवक, सहकारी संस्था अधिनियम, 1912 (1912 का 2) अथवा किसी अन्य तत्समय प्रवृत्त विधि के अधीन रजिस्ट्रीकृत किसी सहकारी संस्था के जो सारतः सरकारी सेवकों के लाभ के लिए हो, अथवा संस्था रजिस्ट्रीकरण अधिनियम, 1860 (1860 का 21) या तत्समय प्रवृत्त किसी तत्स्थानी विधि के अधीन रजिस्ट्रीकरण किसी साहित्य, वैज्ञानिक या परोपकारी संस्था के रजिस्ट्रीकरण, उन्नति अथवा प्रबन्ध में भाग ले सकेगा।

(4) कोई सरकारी सेवक किसी लोक निकाय या किसी प्राइवेट व्यक्ति के लिए अपने द्वारा किये गये किसी कार्य के लिये कोई फीस, विहित प्राधिकारी की मंजूरी के बिना, प्रतिगृहीत नहीं कर सकेगा।

16.—विनिधान, उधार देना और उधार लेना—(1) कोई सरकारी सेवक किसी स्टाक, अंश या अन्य विनिधान में सट्टा नहीं खेलेगा।

स्पष्टीकरण—अंशों, प्रतिभूतियों या अन्य विनिधानों के बहुत क्रय या विक्रय या दोनों को इस उपनियम के अर्थ के अन्तर्गत सट्टा खेलना समझा जायेगा।

(2) कोई सरकारी सेवक ऐसा कोई विनिधान नहीं करेगा और न अपने कुटुम्ब के किसी सदस्य अथवा अपनी ओर से कार्य करने वाले किसी व्यक्ति को करने देगा जिस से कि उस के अपने पदीय कर्तव्यों के निर्वहन का धर्म संकट में पड़ना या प्रभावित होना सम्भाव्य हो।

(3) यदि इस सम्बन्ध में कोई प्रश्न उठे कि कोई संव्यवहार उपनियम (1) या उपनियम (2) में निर्दिष्ट प्रकार का विनिश्चय अंतिम होगा।

(4) (i) कोई सरकारी सेवक बैंककारी का कारबार करने के लिए सम्यक रूप से प्राधिकृत किसी बैंक या अच्छी साख वाली फर्म के साथ कारबार के मामूली अनुक्रम के सिवाय / स्वयं या अपने कुटुम्ब के किसी सदस्य या अपनी ओर से कार्य करने वाले किसी व्यक्ति की मारफत—

(क) किसी व्यक्ति से, जो उस के प्राधिकार की स्थानीय सीमाओं के भीतर है या जिस से उस का शासकीय व्यौहार होना सम्भाव्य है, न तो धन उधार लेगा, न उसे उधार देगा और न ऐसे व्यक्ति के आर्थिक आभार के अधीन अपने को अन्यथा करेगा, अथवा

(ख) किसी व्यक्ति को न तो ब्याज पर और न ऐसी रीति से धन उधार देगा जिस से धन या वस्तु रूप में प्रतिलाभ चार्ज किया जाता है या दिया जाता है,

परन्तु सरकारी सेवक अल्प रकम का अल्पकालीन उधार बिना ब्याज किसी नातेदार या वैयक्तिक मित्र को दे सकेगा या उस से ले सकेगा या किसी प्रामाणिक व्यापारी के साथ उधार-खाता खोल सकेगा अथवा अपने प्राइवेट कर्मचारी को बेटन दे सकेगा ।

(ii) जब कोई सरकारी सेवक किसी ऐसे पद पर नियुक्त किया जाये या बदल कर आये जो इस प्रकार का हो कि उस में उपनियम (2) या उपनियम (3) के उपबन्धों में से किसी का भी उल्लंघन हो सकता हो तो वह परिस्थितियों की रिपोर्ट तत्क्षण विहित प्राधिकारी को करेगा और तत्पश्चात् वह ऐसे आदेशों के अनुसार कार्य करेगा जो कि उस प्राधिकारी द्वारा दिये जायें ।

17. दिवाला और आभ्यासिक ऋणता— सरकारी सेवक अपने प्राइवेट मामलों की ऐसी व्यवस्था करेगा जिस से वह अभ्यासतः ऋण लेने या दिवालिया होने से बचा रहे । ऐसे सरकारी सेवक, जिस से शोध्य किसी ऋण की वसूली के लिये या जिसे दिवालिया न्यायानिर्णीत करने के लिये उस के खिलाफ कोई विधि कार्यवाही संस्थान की जाती है, उस विधि कार्यवाही के पूरे तथ्यों की रिपोर्ट सरकार को तत्क्षण करेगा ।

टिप्पण: यह साबित करने का भार सरकारी सेवक पर होगा कि दिवाला या ऋणता उन परिस्थितियों के परिणामस्वरूप हुई थी जिन का कि मामूली उद्यम के प्रयोग से सरकारी सेवक को पूर्व-बोध नहीं हो सकता था या जिन पर उस का कोई वश नहीं था और जो फिजूलखर्ची या दुर्व्यसन की आदतों से नहीं हुई थी ।

18. जगम, स्थावर अथवा भूस्वाम सम्पत्ति— (1) हर एक सरकारी सेवक किसी सेवा या पद में अपनी प्रथम नियुक्ति पर और तत्पश्चात् ऐसे अन्तरालों पर, जो सरकार द्वारा विनिर्दिष्ट किए जाएं, अपनी आस्तियों और दायित्वों की एक विवरणी ऐसे प्रारूप में देगा जो सरकार द्वारा विहित की जाए और उस में :

(क) ऐसी स्थावर सम्पत्ति के बारे में जो उस ने दान में प्राप्त की हो, या उस के स्वामित्व में हो या उस ने अर्जित की हो या जो उस के द्वारा पट्टे पर या बन्धक पर अपने नाम में या अपने कुटुम्ब के किसी सदस्य के नाम में या किसी अन्य व्यक्ति के नाम में धारित हो,

(ख) बैंक निक्षेपों सहित ऐसे अंशों, डिबेन्चरों और नगदी के बारे में, जो उस ने दाय में प्राप्त की हो या उसी प्रकार उस के स्वामित्व में हो या उस ने अर्जित की हो या उस के द्वारा धारित हो ,

(ग) अन्य जंगम सम्पत्ति के बारे में जो उस ने दाय में प्राप्त की हो या उसी प्रकार उस के स्वामित्व में हो या उस ने अर्जित की हो या उस के द्वारा धारित हो,

(घ) ऐसे ऋणों और अन्य दायित्वों के बारे में जो प्रत्यक्ष या परोक्ष रूप में उस ने उपायत किये हों,

पूरी विशिष्टियां देगा ।

टिप्पण 1 : उप-नियम (1) वर्ग 4 के सेवकों को मामूली तौर पर लागू नहीं होता, किन्तु सरकार निदेश दे सकेगी कि वह किसी ऐसे सरकारी सेवक या ऐसे सरकारी सेवकों के वर्ग को लागू होगा ।

टिप्पण 2 : सभी विवरणियों में 1,000 रुपये से कम की जंगम सम्पत्ति की मदों का मूल्य जोड़ा और एक मुश्त राशि के रूप में दिखाया जा सकेगा । दैनिक प्रयोग की चीजों, जैसे कपड़े, बर्तन, काकरी, पुस्तकों, आदि का मूल्य ऐसी विवरणियों में सम्मिलित करना आवश्यक नहीं होगा ।

टिप्पण 3 : हरेक सरकारी सेवक, जो इन नियमों के प्रारम्भ की तारीख को सेवा में हो, इस नियम के अधीन विवरणी ऐसी तारीख को या उस से पूर्व पेश करेगा जों ऐसे प्रारम्भ के पश्चात् सरकार द्वारा विनिर्दिष्ट की जाए

(2) कोई सरकारी सेवक, विहित प्राधिकारी की पूर्व जानकारी के बिना, किसी स्थावर सम्पत्ति का पट्टे, बन्धक, क़य, विक्रय, दान द्वारा या अन्यथा अर्जन या व्ययन न तो अपने नाम से और न अपने कुटुम्ब के किसी सदस्य के नाम से करेगा,

परन्तु विहित प्राधिकारी की पूर्व मंजूरी सरकारी सेवक द्वारा अभिप्राप्त की जायेगी, यदि कोई ऐसा संव्यवहार—

(i) उस व्यक्ति के साथ हो जिस का सरकारी सेवक के साथ शासकीय व्यौहार है, अथवा

(ii) नियमित या नामी व्यापारी की मार्फत किये जाने से अन्यथा हो ।

(3) हरेक सरकारी सेवक ऐसी जंगम सम्पत्ति के सम्बन्ध में, जो उस के स्वामित्व में है या उस के द्वारा अपने नाम में या अपने कुटुम्ब के सदस्य के नाम में धारित है, हरेक संव्यवहार की विहित प्राधिकारी को रिपोर्टेगा यदि ऐसी सम्पत्ति का मूल्य वर्ग 1 या वर्ग 2 का पद धारण करने वाले सरकारी सेवक की दशा में 1,000 रुपये अथवा वर्ग 3 या वर्ग 4 का पद धारण करने वाले सरकारी सेवक की दशा में 500 रुपये से अधिक है :

परन्तु विहित प्राधिकारी को पूर्व मंजूरी अभिप्राप्त की जायेगी यदि कोई ऐसा संव्यवहार—

(i) उस व्यक्ति के साथ हो जिस का सरकारी सेवक के साथ शासकीय व्यौहार है, या

(ii) नियमित या नामी व्यापारी की मार्फत किये जाने से अन्यथा हो ।

(4) सरकार या विहित प्राधिकारी किसी सरकारी सेवक से साधारण या विशेष आदेश द्वारा किसी भी समय अपेक्षा कर सकेगा कि वह ऐसी जंगम या स्थावर सम्पत्ति का पूर्ण और व्यौरेवार विवरण, जो उस के द्वारा या उस के निमित्त या उस के कुटुम्ब

के किसी सदस्य द्वारा जैसा कि आदेश में विनिर्दिष्ट किया गया हो, धारित या अर्जित की गई है उस आदेश में विनिर्दिष्ट कालावधि के भीतर दे। यदि सरकार द्वारा या विहित प्राधिकारी द्वारा अपेक्षा की गई हो तो उस विवरण में उन साधनों के ब्यौरे दिये जायेंगे जिन के द्वारा, या वे स्रोत बताये जायेंगे जिन से वह सम्पत्ति अर्जित की गई थी।

- (5) सरकार वर्ग 3 या वर्ग 4 के सरकारी सेवकों के किसी प्रवर्ग को उपनियम (4) के सिवाय, इस नियम के उपबंधों में से किसी से भी छूट दे सकेगी। किन्तु ऐसी छूट गृह-मंत्रालय की सहमति के बिना नहीं दी जायेगी :

व्याख्या : इस नियम के प्रयोजनों के लिये—

- (1) “जंगम सम्पत्ति” पद के अन्तर्गत हैं —

- (क) आभूषण, बीमा पालिसियां जिन के वार्षिक प्रीमियम 1,000 रुपये या सरकार से प्राप्त कुल वार्षिक उपलब्धियों के छोटे भाग से, इन दोनों में से जो भी कम हो उस से, अधिक हों, अंश, प्रतिभूतियां और डिबेंचर;
- (ख) ऐसे सरकारी सेवकों द्वारा दिये गये उधार चाहे वे प्रतिपूत हों या न हों;
- (ग) मोटर कार, मोटर साइकिल, घोड़े या सवारी के कोई अन्य साधन; और
- (घ) रेफ्रीजरेटर, रेडियो और रेडियोग्राम।

- (2) विहित प्राधिकारी से अभिप्रेत है—

- (क) (i) वर्ग 1 का पद धारण करने वाले सरकारी सेवक की दशा में सरकार, सिवाय वहां के जहां किसी प्रयोजन के लिये सरकार द्वारा कोई नीचे का प्राधिकारी विशिष्ट रूप से विनिर्दिष्ट किया गया है।
- (ii) वर्ग 2 का पद धारण करने वाले सरकारी सेवक की दशा में विभागाध्यक्ष।
- (iii) वर्ग 3 या वर्ग 4 का पद धारण करने वाले सरकारी सेवक की दशा में कार्यालयाध्यक्ष।
- (ख) अन्य शासनिक सेवा में या किसी अन्य मंत्रालय या किसी अन्य सरकार में प्रतिनियोजन पर सरकारी सेवक की दशा में, वह मूल विभाग, जिस के कांडर में ऐसा सरकारी सेवक है या वह मंत्रालय, जिस के कि वह उस कांडर के सदस्य के रूप में प्रशासनिक रूप से अधीनस्थ है।

19.—सरकारी तंत्रों में तर्का और खर्च का दोष रहित सिद्ध किया जाना—कोई सरकारी सेवक, ऐसे किसी पदोप कार्य को दोषरहित सिद्ध करने के लिये, जो कि प्रतिकूल आलोचना या मानहानिकारक प्रकार के आक्षेप का विषय रहा है किसी न्यायालय या प्रेस का आश्रय, सरकार को पूर्व मंजूरी के बिना, नहीं लेगा।

(2) इस नियम में की किसी बात की बावत यह न समझा जायेगा कि वह किसी सरकारी सेवक को अपने प्राइवेट चरित्र या प्राइवेट हैसियत में अपने द्वारा किये गये कार्य को दोषरहित सिद्ध करने से रोकती है और जहां अपना प्राइवेट चरित्र या प्राइवेट हैसियत में अपने द्वारा किये गये कार्य को दोषरहित सिद्ध करने के लिये कोई कार्यवाही की जाती है वहां सरकारी सेवक ऐसी कार्यवाही के बारे में विहित प्राधिकारी को रिपोर्ट देगा।

20.—अशासकीय या अन्य असर की उपार्थना करना—कोई सरकारी सेवक, सरकार के अधीन अपनी सेवा से सम्बद्ध विषयों की बाबत अपने हितों में वृद्धि करने के लिये किसी वरिष्ठ प्राधिकारी पर कोई राजनीतिक या अन्य असर न डालेगा और न डालने का प्रयत्न करेगा।

21.—द्विविवाह—(1) कोई सरकारी सेवक, जिस की पत्नी जीवित है, सरकार की अनुज्ञा पहले अभिप्राप्त किये बिना, दूसरा विवाह इस बात के होते हुए भी न करेगा कि ऐसा पश्चाद्वर्ती विवाह उसे तत्समय लागू स्वीय विधि के अधीन अनुज्ञेय है।

(2) कोई सरकारी सेवक, जो स्त्री है, सरकार की अनुज्ञा पहले अभिप्राप्त किये बिना, ऐसे किसी व्यक्ति से विवाह न करेगी जिस की पत्नी जीवित है।

22.—मादक पेयों और औषधियों का उपभोग—सरकारी सेवक—

- (क) किसी क्षेत्र में, जिस में वह तत्समय हो, प्रवृत्त मादक पेयों या औषधियों सम्बन्धी विधि का पूर्णतः पालन करेगा;
- (ख) इस बात का सम्यक् ध्यान रखेगा कि उस के कर्तव्यों का पालन मादक पेय या औषधि के असर से किसी भी प्रकार प्रभावित नहीं होता;
- (ग) नशे की हालत में किसी लोक स्थान में नहीं जायेगा;
- (घ) किसी मादक पेय या औषधि का अत्यधिक प्रयोग आभ्यासिक रूप से नहीं करेगा।

23.—निर्वाचन—यदि इन नियमों के निर्वाचन के बारे में कोई प्रश्न उठे तो उस सरकार को निर्दिष्ट किया जायेगा जिस का उस पर विनिश्चय अन्तिम होगा।

24.—शक्तियों का प्रत्यायोजन—सरकार सामान्य या विशेष आदेश द्वारा, निदेश दे सकेगी कि इन नियमों के अधीन अपने या किसी विभाग के प्रधान द्वारा प्रयोक्तव्य कोई शक्ति (नियम 23 और इस नियम के अधीन वाली शक्तियों के सिवाय), ऐसी शक्तों के, यदि कोई हों, जो कि आदेश में उल्लिखित की जायें, अध्याधीन, ऐसे आफिसर या प्राधिकारी द्वारा भी प्रयोक्तव्य होगी जिसे आदेश में निर्दिष्ट किया जाए।

25.—निरसन और व्यावृत्ति—इन नियमों के प्रारम्भ से तुरन्त पूर्व प्रवृत्त इन नियमों के तत्स्थानी कोई नियम, जो उन सरकारी सेवकों को लागू होते हों जिन्हें ये नियम लागू होते हैं, एतद्द्वारा निरस्त किये जाते हैं ;

परन्तु ऐसे निरस्त नियमों के अधीन दिये गये किसी आदेश या किये गये किसी कार्य की बाबत यह समझा जायेगा कि वह इन नियमों के तत्स्थानी उपबन्धों के अधीन किया गया या किया गया है।

[सं० 25/4/63—संख्या (क)]

श्रीमती आर० एम० शीफ,

उप सचिव, भारत सरकार।

नई दिल्ली 22 अप्रैल, 1965

एस०ओ० 1331—भारत सरकार की राय में लोकार्थ यह आवश्यक व उपयुक्त है कि मलेशिया फेडरेशन के वित्त मंत्री महामहिम श्री टान स्यू मिन को शस्त्रास्त्र अधिनियम 1959 (1959 का 54) की कुछ शर्तों से मुक्त रखा जाय।

अतः उपरोक्त अधिनियम की धारा 41 के परिच्छेद (क) के अन्तर्गत प्राप्त अधिकारों का प्रयोग करते हुए अब भारत सरकार महामहिम श्री दान स्यू सिन को

- (i) "शिकार" अस्त्र, पचास गोली . 450 राइफल गोला बारूद, तथा तीन सौ गोली 12 बोर शोट गन गोला बारूद के भारत में आयात के लिये ;
- (ii) इस शर्त पर कि ऊपर दी हुई चीजें किसी और को मूल्य लेकर या किसी और तरह न दी जायें, उन चीजों को भारत में कहीं भेजने, रखने व ले जाने के बारे में; तथा
- (iii) इन चीजों के भारत से निर्यात के लिये ; शस्त्रास्त्र अधिनियम व नियमों की पाबन्दियों और हिदायतों से मुक्त करती है ।

इस छूट की अवधि 16 मार्च 1965 से 2 अप्रैल 1965 तक मानी जायेगी ।

सं० 17/3/65-Police IV

(जी० एल० बलूर)

अवर सचिव, भारत सरकार

## MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 21st April 1965

**S.O. 1332.**—In exercise of the powers conferred by sub-clause (ii) of clause (f) of sub-section (1) of section 9 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby notifies the Export-Import Bank of the United States of America, Washington, the United States Agency for International Development, Washington, the Commonwealth Development Finance Company Limited, London and the Export-Import Bank of Japan, Tokyo as financial institutions for the purpose of that sub-clause.

[No. F. 10(13)Corp/65.]

M. K. VENKATACHALAM,

Director (Investments).

(Department of Economic Affairs)

New Delhi, the 23rd April, 1965

**S.O. 1333.**—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Coimbatore Varthaka Vridhi Bank Ltd., Coimbatore, in respect of the property held by it at Rajapuram, Tiruchirappalli District, Madras, till the 15th September 1965.

[No. F. 15(9)-BC/65.]

**S.O. 1334.**—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Companies Act, 1949, the Central Government after considering an application made by the Reserve Bank of India under sub-section (1) of that section, hereby makes an order of moratorium in respect of the Allahabad Trading and Banking Corporation Ltd., Allahabad for the period from the close of business on the 24th April 1965 up to and inclusive of the 24th August, 1965 and hereby stays the commencement or continuance of all actions and proceedings against that banking company during the period of moratorium, subject to the condition that such stay shall not in any manner prejudice the exercise by the Central Government of its powers under clause (b) of sub-section (4) of section 35 of the said Act or the exercise by the Reserve Bank of India of its powers under section 38 of the said Act.

2. The Central Government hereby also directs that, during the period of moratorium granted to it, the Allahabad Trading and Banking Corporation Ltd., Allahabad shall not, without the permission in writing of the Reserve Bank of India,

(a) grant any loan or advance, incur any liability, make any investment or agree to or disburse any payment, whether in discharge of its liabilities and obligations or otherwise, or enter into any compromise or arrangement, except to the extent and in the manner provided hereunder:—

- (i) a sum not exceeding 10 per cent of the total balance in every savings bank or current account or in any other deposit by whatever name called, provided that the sum total of the amounts paid in respect of the accounts standing in the name of any one person (and not jointly with that of any other person) does not exceed Rs. 250 and provided further that no amount shall be paid to any depositor who is indebted to the bank in any way;
- (ii) the amounts of any drafts or pay orders issued by the said bank and remaining unpaid on the date on which the order of moratorium comes into force;
- (iii) the amount of the bills received for collection on or before the 24th April, 1965, and realised before, on or after that date;
- (iv) any expenditure which has necessarily to be incurred in connection with any suits or appeals filed by or against or decrees obtained by the said bank or for realising any amounts due to it, provided that if the expenditure in respect of each such suit or appeal or decree or proceeding is in excess of Rs. 250 the permission in writing of the Reserve Bank of India shall be obtained before it is incurred; and
- (v) any expenditure or any other item in so far as it is in the opinion of the banking company necessary for carrying on the day-to-day administration of the banking company, provided that where the total expenditure on any item in any calendar month exceeds the average monthly expenditure on account of that item during the six calendar months preceding the order of moratorium, or if no expenditure has been incurred on account of that item in the past exceeds a sum of Rs. 250, the permission in writing of the Reserve Bank of India shall be obtained before the additional expenditure is incurred;

(b) sell, transfer or otherwise dispose of any of its immovable properties except in pursuance of any agreement entered into by it prior to the 25th April, 1965.

3. The Central Government hereby also directs that Allahabad Trading and Banking Corporation Ltd., Allahabad may, during the period of the moratorium granted to it, make the following further payments, namely, the amounts necessary for repaying loans or advance granted against Government securities or other securities to the Allahabad Trading and Banking Corporation Ltd., Allahabad by the Reserve Bank of India or the State Bank of India or any of its subsidiaries or by any other bank and remaining unpaid on the date on which the order of moratorium comes into force.

4. The Central Government hereby further directs that during the period of moratorium, the Allahabad Trading and Banking Corporation Ltd., Allahabad shall be permitted to operate its accounts with the Reserve Bank of India or with any other bank for the purposes of making the payments aforesaid, provided that nothing in this order shall be deemed to require the Reserve Bank of India or any other bank aforesaid to satisfy itself that the conditions imposed by this order are being observed before any amounts are released in favour of the Allahabad Trading and Banking Corporation Ltd., Allahabad.

5. The Central Government hereby further directs that the Allahabad Trading and Banking Corporation Ltd., Allahabad may, during the period of moratorium, return any bills which have remained unrealised to the persons entitled to receive them on a request being made in this behalf by such persons, if the bank has no right or title to, or interest in, such bills.



6. The Central Government hereby also directs that the Allahabad Trading and Banking Corporation Ltd., Allahabad may release or deliver goods or securities which may be pledged, hypothecated or mortgaged or otherwise charged to it against any loan, cash credit or overdraft:

- (i) in any case in which full payment towards all the amounts due from the borrower or borrowers, as the case may be, has been received by the bank, unconditionally; and
- (ii) in any other case, to such an extent as may be necessary or possible, without reducing the proportions of the margins on the said goods or securities below the stipulated proportions or the proportions which were maintained before the order of moratorium came into force, whichever may be higher.

[No. F. 17(5)-BC/65.]

B. J. HEERJEE, Under Secy.

## (Department of Economic Affairs) (Banking Companies Section)

New Delhi, the 26th April 1965

S.O. 1335—Statement of the Affairs of the Reserve Bank of India as on the 16th April, 1965.

## BANKING DEPARTMENT

LIABILITIES		Rs.	ASSETS		Rs.
Capital	Paid up . . . . .	5,00,00,000	Notes . . . . .		8,65,04,000
			Rupee Coin . . . . .		4,99,000
Reserve	Fund . . . . .	80,00,00,000	Small Coin . . . . .		3,54,000
National Agricultural Credit			Bills Purchased and Discounted :—		
(Long Term Operations) Fund . . . . .	86,00,00,000		(a) Internal . . . . .		..
			(b) External . . . . .		88,24,20,000
National Agricultural Credit (Stabilisa-			(c) Government Treasury Bills . . . . .		7,16,79,000
tion) Fund . . . . .	9,00,00,000		Balances Held Abroad* . . . . .		127,57,39,000
			Investments** . . . . .		
National Industrial Credit (Long Term Opera-			Loans and Advances to :—		
tions) Fund . . . . .	10,00,00,000		(i) Central Government . . . . .		..
Deposits :—			(ii) State Governments @ . . . . .		79,09,22,000
(a) Government			Loans and Advances to :—		
(i) Central Government . . . . .	50,22,52,000		(i) Scheduled Banks† . . . . .		128,23,31,000
(ii) State Governments . . . . .	10,58,90,000		(ii) State Co-operative Banks†† . . . . .		123,85,53,000
			(iii) Others . . . . .		4,26,55,000
			Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund		

		(a) Loans and Advances to :—	
(b) Banks		(i) State Governments . . . . .	29,87,84,000
		(ii) State Co-operative Banks . . . . .	10,88,60,000
		(iii) Central Land Mortgage Banks . . . . .	..
(i) Scheduled Banks . . . . .	90,76,72,000	(b) Investment in Central Land Mortgage Bank Debentures . . . . .	4,45,53,000
(ii) State Co-operative Banks . . . . .	4,18,80,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
(iii) Other Banks . . . . .	5,76,000	Loans and Advances to State Co-operative Banks . . . . .	
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
(c) Others . . . . .	169,88,92,000	(a) Loans and Advances to the Development Bank . . . . .	1,24,93,000
Bills Payable . . . . .	61,60,27,000	(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
Other Liabilities . . . . .	83,14,58,000	Other Assets . . . . .	46,83,01,000
Rupees . . . . .		Rupees . . . . .	
		660,46,47,000	

\*Includes Cash and Short-term Securities.

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 46,86,00,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 21st day of April, 1965.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 16th day of April, 1965

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department.	8,65,04,000		Gold Coin and Bullion :—		
Notes in circulation . . . .	2734,03,20,000		(a) Held in India . . . .	133,75,66,000	
Total Notes issued . . . .		2742,68,24,000	(b) Held outside India . . . .	..	
			Foreign Securities . . . .	77,46,13,000	
			TOTAL . . . .		211,21,79,000
			Rupee Coin . . . .		94,85,63,000
			Government of India Rupee Securities		2436,60,82,000
			Internal Bills of Exchange and		
			other commercial paper . . . .		..
TOTAL—LIABILITIES . . . .		2742,68,24,000	TOTAL ASSETS . . . .		2742,68,24,000

Dated the 21st day of April, 1965.

P. C. BHATTACHARYA,  
Governor.

[No. F.3(2)-BC/65.]

R. K. SESHADRI,  
Director (Banking)

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**(Department of Revenue)****INCOME-TAX***New Delhi, the 15th April, 1965*

**S.O. 1336.**—It is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Agricultural Research, the 'prescribed authority', for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (43 of 1961).

**INSTITUTION****AMUL RESEARCH AND DEVELOPMENT ASSOCIATION, ANAND.**

[No. 30/F. No. 10/47/65-IT(AI).]

**S.O. 1337.**—In exercise of the powers conferred by sub-section (6) of section 88 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Shri Jagannath Temple, Puri, to be of historic, archaeological and artistic importance for the purposes of the said section.

[No. 31/F. No. 16/43/64-IT(AI).]

G. R. DESAI, Dy. Secy.

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**(Department of Revenue)****ORDER.****STAMPS***New Delhi, the 1st May, 1965*

**S.O. 1338.**—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds of the value of thirty lakhs rupees to be issued by the Uttar Pradesh Financial Corporation are chargeable under the said Act.

[No. 8/65-F. No. 1/25/65-Cus. VII/Stamps.]

M. G. VAIDYA, Under Secy.

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**CENTRAL BOARD OF DIRECT TAXES****INCOME-TAX***New Delhi, the 22nd April, 1965*

**S.O. 1339.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following further amendments in the Schedule appended to its Notification S.O. 596 (No. 9-Income-tax dated 13th February 1964) dated 22nd February 1964 namely:—

In the said Schedule against 'A' Range, Bangalore, Dharwar and Belgaum under column 2, the following shall be substituted, namely:—

**'A' Range, Bangalore.**

1. Bangalore City Circle I.
2. Kolar Circle.
3. Estate Duty cum I.T. Circle, Bangalore.
4. Special Survey Circle, Bangalore.
5. Gulbarga Circle.
6. Raichur Circle.
7. Special Survey Circle, Dharwar  
(In respect of persons who have their principal place of business in or reside within the jurisdiction of Gulbarga and Raichur Circles).

**Dharwar.**

1. Dharwar Circle.
2. Hubli Circle.
3. Estate Duty cum I.T. Circle, Dharwar.
4. Karwar Circle.
5. Special Survey Circle, Dharwar (in respect of persons who have their principal place of business in or reside within the jurisdiction of Dharwar, Hubli and Karwar Circles).

**Belgaum.**

1. Belgaum Circle.
2. Bijapur Circle.
3. Bellary Circle.
4. Goa Circle.
5. Special Survey Circle, Dharwar (in respect of persons who have their principal place of business in or reside within the jurisdiction of Belgaum, Bijapur and Bellary Circle).

This notification shall take effect from 1st May, 1965.

**Explanatory Note**

The amendments have become necessary on account of reorganisation of the above ranges in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 32 (F. No. 50/12/65-ITJ).]

T. N. PANDEY, Under Secy.

**COLLECTORATE OF CENTRAL EXCISE, WEST BENGAL, CALCUTTA****CENTRAL EXCISE**

*Calcutta, the 8th April, 1965*

**S.O. 1340.**—In exercise of the powers conferred upon me under Rule 55 of Central Excise Rules, 1944, I hereby exempt the manufacturers of cotton fabrics in the jurisdiction of this Collectorate from submission of R.T. 5 return in respect of cotton fabrics.

[No. 2/1965/C. No. VI(21)31-ST/WB/64.]

Sd/- R. PRASAD, Collector.

**MINISTRY OF STEEL & MINES**

**(Department of Mines and Metals)**

*New Delhi, the 3rd April, 1965*

**S.O. 1341.**—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Fuel No. S.S. 934 dated the 9th March, 1964.

[No. C2-20(30)/63.]

**ERRATA**

*New Delhi, the 19th April, 1965*

**S.O. 1342.**—In the Notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 491 dated the 2nd

February, 1965, published in the Gazette of India dated the 13th February, 1965 in part-II section-3, sub-section (ii) at pages 545 to 547:—

At page 546

- (i) In lines 26-27 for "carry away minerals are to be acquired" read "carrying away minerals acquired".
- (ii) In line 34 for "Plot numbers to be acquired in village Patratu" read "Plot numbers acquired in village Patratu".
- (iii) In line 43, for "plot numbers to be acquired in village Jainagar" read "Plot numbers acquired in village Jainagar".

[No. C2-20(11)/63.]

New Delhi, the 24th April 1965

**S.O. 1343.**—In the Notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 864 dated the 17th February, 1965, published in the Gazette of India dated the 27th February, 1965 in Part-II, Section 3, Sub-Section (ii) at pages 780 to 781:—

At page 781:

- (i) In line 28, for "858 60 metres (approximately)" read "858.60 hectares (approximately)".
- (ii) In line 39, for "villages Banshara & Pathargarha" read "villages Baushara and Pathargarha".

[No. C2-20(23)/64.]

K. SUBRAHMANYAN, Under Secy.

## MINISTRY OF COMMERCE

New Delhi, the 17th April 1965.

**S.O. 1344.**—In exercise of the powers conferred by section 3 of the Textiles Committee Act, 1963 (No. 41 of 1963), read with rule 4 of the Textiles Committee Rules, 1965, the Central Government hereby appoints Shri S. R. Vasavada, General Secretary, Textile Labour Association, Ahmedabad, *vice* Shri G. D. Ambekar, General Secretary, Rashtriya Mill Mazdoor Sangh, Bombay, deceased and directs that the following amendment shall be made in the Notification of the Government of India No. S.O. 2014, dated the 22nd August, 1964 published in the Gazette of India Extraordinary Part II, Section 3, Sub-section (ii), dated the 22nd August, 1964, namely:—

In the said Notification, for entry 28 the following entry shall be substituted, namely,

"28. Shri S. R. Vasavada, General Secretary, Textile Labour Association, Ahmedabad."

[No. 25(38)-Tex(A)/63-I.]

## ORDER

New Delhi, the 20th April 1965

**S.O. 1345.**—Whereas by the Order of the Government of India in the late Ministry of Commerce and Industry No. S.O. 1241 dated the 16th May, 1960, the management of the industrial undertaking known as Mewar Textile Mills Ltd., Bhilwara, has been taken over by the Authorised Controller referred to in the said Order for a period of five years from the 16th May, 1960;

And, whereas the Central Government is of opinion that it is expedient in the public interest that the management of the said industrial undertaking by the said Authorised Controller should continue for a further period of two years;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (2) of section 18A of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby directs that the said Order shall continue to have effect for a further period of two years from the 16th May, 1965.

[No. 2(1)-TEX(B)/65.]

MELA RAM BHARDWAJ, Under Secy.

*New Delhi, the 30th April 1965*

**S.O. 1346.**—In exercise of the powers conferred by Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules to amend the Export of Mica (Inspection) Rules, 1964, namely:—

1. These rules may be called the Export of Mica (Inspection) Amendment Rules, 1965.

2. In the Export of Mica (Inspection) Rules, 1964, for rule 7, the following rule shall be substituted namely:—

“Subject to a minimum of rupees ten. for each consignment of mica or scrap mica, a fee of ten paise per one hundred rupees of invoice value of each such consignment, shall be charged for inspection under these rules.”

[No. 60(12)Exp. Insp/63.]

N. S. VAIDYANATHAN, Under Secy.

*New Delhi, the 1st May 1965*

**S.O. 1347.**—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Art Silk Textiles (Production and Distribution) Control Order, 1962.

1. This order may be called the Art Silk Textiles (Production and Distribution) Control (Amendment) Order, 1965.

2. In the Art Silk Textiles (Production and Distribution) Control Order, 1962, after clause 3, the following clause shall be inserted, namely:—

“3-A. *Control on Stocks*—(1) The Textile Commissioner may, with a view to regulate the supplies of art silk yarn, by general or special order, in writing, prescribe the maximum or the minimum stocks of art silk yarn or both that can be held in possession at any time by any manufacturer, dealer, processor or any other person.

(2) In making any order under sub-clause (1) the Textile Commissioner shall have regard to the following matters, namely:—

- (a) the capacity of the manufacturer to produce different varieties of art silk yarn;
- (b) the stocks of art silk yarn held by the dealer in the ordinary course of business in the six months immediately preceding the date of the order;
- (c) the requirement and capacity to utilise art silk yarn of the processing units held by the processor;
- (d) the necessity to ensure smooth and equitable supply of art silk yarn at fair prices; and
- (e) any other relevant circumstances.

(3) Every person to whom an order made under sub-clause (1) applies shall comply with such order.”

[No. F. 5(7)/Tex(F)/65.]

G. R. KADAPA, Dy. Secy.

## ORDER

### IMPORT TRADE CONTROL

*New Delhi, the 1st May 1965*

**S.O. 1348/IECA/3-4A/1/65.**—In exercise of the powers conferred by section 4A of the Imports & Exports (Control) Act, 1947 (18 of 1947), the Central Government hereby makes the following Order further to amend the Imports (Control) Order, 1955, namely:—

1. This Order may be called the Imports (Control) First Amendment Order, 1965.



2. In Schedule III appended to the Imports (Control) Order, 1955, under applications fees the following may be added:—

S. No:	Particulars	Amount of fees
12	In respect of applications for Import licence made by the industrialists in respect of units in Kandla Free Trade Zone.	Fifty percent of the amount of fees mentioned against item 1 to 8.

[No. 2/65.]

P. SABANAYAGAM,

Chief Controller of Imports & Exports.

(Office of the Joint Chief Controller of Imports and Exports)

### ORDER

*Bombay, the 20th March 1965*

**S.O. 1349.**—Whereas M/s. Minasko Industrial Engineers, Williams Compound, Marve Road, Malad West, Near Orlem Church, Bombay-64 or any Bank or any other person have not come forward furnishing sufficient cause, against Notice No. 1/242/64/CDN. II, dated 12th October 1964 proposing to cancel the licence No. P/SS/1524905/C/XX/18/C/B/17-18 Annual A.U. 9 dated 30th March, 1964, valued at Rs. 1,266/- for the import of Graphite Crucibles of size more than 100 from the General Currency Area granted by the Jt. Chief Controller of Imports & Exports, Bombay, Government of India in the Ministry of Commerce in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955 hereby cancel the said licence issued to the said M/s. Minasko Industrial Engineers, Williams Compound, Marve Road, Malad West, Near Orlem Church, Bombay-64.

[No. 1/242/64/CDN. II.]

N. BANERJI,

Dy. Chief Controller of Imports  
and Exports.

### MINISTRY OF HEALTH

*New Delhi, the 22nd April 1965*

**S.O. 1350.**—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in Part II of the Third Schedule to the said Act, namely:—

In the said Part of the Third Schedule, after the entry "M.D. (Rome, Italy)", the following entries shall be inserted, namely:—

"M.D. (Milan, Italy)  
M.D. (Parma, Italy)"

[No. F. 32-34/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

### MINISTRY OF COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Cooperation)

*New Delhi, the 17th April 1965*

**S.O. 1351.**—In exercise of the powers conferred by Section 5-B of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) and in supersession of the Government of India in the Ministry of CD & C (Department of Coop.) No. 3/14/64-CT dated 16th September, 1964, the Central Government hereby directs that all

the powers or authority exercisable by the Central Registrar of Cooperative Societies under the said Act shall also be exercisable by Shri J. N. Gupta, Registrar of Cooperative Societies, Delhi, in respect of Multi-Unit Cooperative Societies which are or are deemed to be actually registered in the Union Territory of Delhi.

[No. 3-14/64-CT.]

A. C. BANDOPADHYAY, Dy. Secy.

## MINISTRY OF IRRIGATION & POWER

*New Delhi, the 21st April 1965*

**S.O. 1352.**—The Central Government under the powers vested in it by the proviso to Rule 45(1) of the Indian Electricity Rules, 1956, exempts M/s. Anglo-French Textiles Ltd., Pondicherry, for the purpose of carrying out electrical installation work in their Mills at Pondicherry, from so much of the sub-rule (1) of Rule 45 of the Indian Electricity Rules, 1956, as requires such work to be carried out by a Licensed Electrical Contractor.

The exemption is subject to the following conditions:—

- (1) That the actual electrical installation work is carried out in the Mills by persons holding wiremen's certificate and permits issued by the Government of Pondicherry;
- (2) That all such works are carried out under the direct supervision of a person engaged for the whole time and holding Supervisors' Competency Certificate and permit issued or recognised by the Government of Pondicherry;
- (3) That the Mills keep the following electrical instruments in its permanent possession:
  - (i) Insulation resistance tester (Megger)—500 volts.
  - (ii) Ammeter 6" dial portable type; and
  - (iii) Volt Meter 6" dial portable type, 0—500 volts.
- (4) That such exemption will cease as soon as the Supervisor holding competency certificate on the strength of which this exemption is granted leaves the services of the Mills about which the Mills shall send the intimation within twenty-four hours to the Member-Secretary of the Licensing Board, Pondicherry.
- (5) That such works are confined within the factory limits of the Mills and only for the *bona fide* use of the Mills.
- (6) That this exemption may be withdrawn at any time without assigning any reason.

[No. EL.II-7(3)/65.]

**S.O. 1353.**—The Central Government under the powers vested in it by the proviso to Rule 45(1) of the Indian Electricity Rules, 1956, exempts M/s. Swadesh Cotton Mills Ltd., Pondicherry, for the purpose of carrying out electrical installation work in their Mills at Pondicherry from so much of the sub-rule (1) of Rule 45 of the Indian Electricity Rules, 1956, as requires such work to be carried out by a Licensed Electrical Contractor.

The exemption is subject to the following conditions:

- (1) That the actual electrical installations work is carried out in the Mills by persons holding wiremen's certificate and permits issued by the Government of Pondicherry;
- (2) That all such works are carried out under the direct supervision of a person engaged for the whole time and holding Supervisors' Competency Certificate and permit issued or recognised by the Government of Pondicherry;
- (3) That the Mills keep the following electrical instruments in its permanent possession:—
  - (i) Insulation resistance tester (Megger)—500 volts.

(ii) Ammeter 6" dial portable type; and

(iii) Volt meter 6" dial portable type. 0—500 V.

(4) That such exemption will cease as soon as the Supervisor holding competency certificate on the strength of which this exemption is granted leaves the services of the Mills about which the mill shall send the intimation within twenty-four hours to the Member-Secretary of the Licensing Board, Pondicherry.

(5) That such works are confined within the factory limits of the Mills and only for the *bona fide* use of the Mills.

(6) That this exemption may be withdrawn at any time without assigning any reason.

[No. EL.II-7(4)/65.]

D. K. BASU,

Dy. Director (Technical).

### MINISTRY OF REHABILITATION

*New Delhi, the 23rd April 1965*

**S.O. 1354.**—In exercise of the powers conferred by Sub-Section (1) of Section 55 of the Administration of Evacuee Property Act, 1950, (Act XXXI of 1951) the Central Government hereby directs that the powers exercisable by it under Sub-Section (1) of Section 11 of the said Act, shall be exercisable also by the Government of Gujarat, in respect of Muslim evacuee properties in trust for public purpose of a religious or charitable nature in that State.

[No. F. 2(25)/60-Prop.]

(Office of the Chief Settlement Commissioner)

*New Delhi, the 24th April 1965*

**S.O. 1355.**—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) and in supersession of the notification of the Government of India in the Ministry of Works, Housing and Rehabilitation (Department of Rehabilitation) No. 3(5)/L&R/64 dated the 24th February, 1964, the Central Government hereby appoints S/Shri Gurdial Singh Monga, P.C.S. and Tej Singh, P.C.S., Settlement Officers (Sales) in the Rehabilitation Department, Punjab Government, so long as they hold these posts, to be Assistant Settlement Commissioners in the State of Punjab, for the purpose of performing, in addition to their own duties as Settlement Officers (Sales) Rehabilitation Department, Punjab Government the functions assigned to an Assistant Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural area including houses, cattle sheds and vacant sites, forming part of the Compensation Pool.

[No. 3(5)/L&R/64.]

M. J. SRIVASTAVA,

Settlement Commissioner &

Ex-Officio Under Secy.

(Office of the Chief Settlement Commissioner)

*New Delhi, the 23rd April 1965*

**S.O. 1356.**—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (XII of 1954) the Central Government hereby appoints with immediate effect Shri O. N. Vohra, as Settlement Commissioner for the purpose of performing the functions assigned to such Commissioners under the said Act.

[No. 5(1)ARG/63.]

KANWAR BAHADUR,

Settlement Commissioner (A)  
and Ex-Officio Dy. Secy.

**(Office of the Chief Settlement Commissioner)**

*New Delhi, the 23rd April 1965*

**S.O. 1357.**—In exercise of the powers conferred on the Chief Settlement Commissioner by Sub-Section (2) of Section 10 of the Displaced Persons (Claims) Supplementary Act, 1954 (XII of 1954), do hereby delegate to Shri O. N. Vohra, Settlement Commissioner with immediate effect the following powers of the Chief Settlement Commissioner:—

1. Powers to call for the record of any case decided by the Settlement Officer and pass orders in the case under proviso to Sub-Section (3) of Section 4 of the said Act.
2. Special powers of revision under Section 5 of the said Act in respect of cases decided under the Displaced Persons (Claims) Supplementary Act, 1950 (44 of 1950).

[No. 5(1)/ARG/63.]

**G. D. KSHETRAPAL,**  
Chief Settlement Commissioner.

**DELHI DEVELOPMENT AUTHORITY**

*New Delhi, the 22nd April, 1965*

**S.O. 1358.**—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Officer, Ministry of Works & Housing, Government of India, New Delhi for disposal of property known as Pearey Lal Bhawan by public auction.

**SCHEDULE**

Piece of land (Under property known as Pearey Lal Bhawan in Ram Nagar) measuring 1201 sq. yds, bearing Khasra No. 164/10 situated in Qadam Sharif Estate.

The above piece of land is bounded as follows:—

NORTH: Khasra No. 164/8

SOUTH: Khasra No. 164/10—Gali—Park.

EAST : Khasra No. 164/4—Qutab Road.

WEST : Khasra No. 164/9.

[No. S/7(16)63.]

**R. K. VAISH, Secy.**

**DEPARTMENT OF SOCIAL SECURITY**

*New Delhi, the 21st April, 1965*

**S.O. 1359.**—Whereas the Central Government was satisfied that the factory the Indian Hume Pipe Co. Ltd., was situated in Chitaldrug area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Chitaldrug in the State of Mysore.

And whereas by virtue of its location in a sparse area the aforesaid factory was granted exemption from the payment of the employer's special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the Ministry of Labour and Employment notification No. S.O. 2665, dated the 2nd November, 1961;

And whereas the Central Government is satisfied that the insurable population of the Chitaldrug area in the district of Chitaldrug in the State of Mysore has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby

makes the following further amendment in the Ministry of Labour and Employment notification No. S.O. 2665 dated the 2nd November, 1961, namely:—

In the Schedule I to the said notification, against serial No. 7, the entries "Chitaldrug" and "The Indian Hume Pipe Co. Ltd." occurring in columns 4 and 5 shall be omitted.

[No. F. 6/33/65-HI(i).]

**S.O. 1360.**—Whereas the Central Government was satisfied that the factory, Shri Krishnarajendra Mills, was situated in Chitaldrug area which was a sparse area (that is an area whose insurable population was less than 500) in the district of Chitaldrug in the State of Mysore.

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the Ministry of Labour and Employment notification No. S.O. 2871, dated the 11th September, 1962;

And whereas the Central Government is satisfied that the insurable population of the Chitaldrug area in the district of Chitaldrug in the State of Mysore has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the Ministry of Labour and Employment notification No. S.O. 2871, dated the 11th September, 1962, namely:—

In the Schedule to the said notification, against serial No. 13, the entries "Chitaldrug" and "Shri Krishnarajendra Mills" occurring in columns Nos. 3 and 4 shall be omitted.

[No. F. 6/33/65-HI(ii).]

**S.O. 1361.**—Whereas the Central Government was satisfied that the factory, Mysore State Road Transport Corporation Depot, was situated in Chitradurga area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Chitradurga in the State of Mysore.

And whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employer's special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the Ministry of Labour and Employment notification No. S.O. 889, dated the 4th March, 1964.

And whereas the Central Government is satisfied that the insurable population of the Chitradurga area in the district of Chitradurga in the State of Mysore has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the Ministry of Labour and Employment notification No. S.O. 889 dated the 4th March, 1964, namely:—

In the Schedule to the said notification, serial No. 3 and the entries relating thereto shall be omitted.

[No. F. 6(33)/65-(III).]

**S.O. 1362.**—Whereas the Central Government was satisfied that the factory, Sri Kullappa Spinning Mills, was situated in Chitradurga area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Chitradurga in the State of Mysore.

And whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employer's special contribution under Section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the Department of Social Security notification No. S.O. 3290, dated the 2nd September, 1964;

And whereas the Central Government is satisfied that the insurable population of the Chitradurga area in the district of Chitradurga in the State of Mysore has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the Department of Social Security notification No. S.O. No. 3290 dated the 2nd September, 1964 namely:—

In the Schedule to the said notification, serial No. 4, the entries relating thereto shall be omitted.

[No. F. 6/33/65-HI(iv).]

*New Delhi, the 22nd April, 1965*

**S.O. 1363.**—In exercise of the powers conferred by sub-section (2) of section 16 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby exempts all handloom factories organised as industrial cooperatives, as a class, from the provisions of the said Act for a further period of one year up to and inclusive of the 31st December, 1965.

[No. 11/30/64/PF-II.]

*New Delhi, the 28th April 1965*

**S.O. 1364.**—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Government Opium and Alkaloid Works, Ghazipur from all the provisions of the said Act, except Chapter VA, for a further period of six months up to and including the 9th October, 1965 subject to the following conditions:—

- (i) The casual workers shall be brought on to regular establishment within the period aforesaid.
- (ii) The number of seasonal workers shall be reduced as far as possible and shall not in any case exceed their present number of one hundred at a time.

[No. F. 6/44/65-HI.]

### **CORRIGENDUM**

*New Delhi, the 21st April 1965*

**S.O. 1365.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Department of Social Security No. S.O. 3290, dated the 2nd September, 1964, namely:—

In the Schedule to the said notification against serial No. 10, the entries "Voder Hobli" and "Messrs Prakash Saur Mills" occurring in columns 3 and 4 respectively shall be omitted.

[No. F. 6(33)/65-HI.]

DALJIT SINGH, Under Secy.

### **MINISTRY OF INFORMATION & BROADCASTING**

*New Delhi, the 20th April 1965*

**S.O. 1366.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Smt. Madhuri Desai after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. F. 11/2/62-FC.]

H. N. AGARWAL, Dy. Secy.

### **ORDERS**

*New Delhi, the 17th April 1965*

**S.O. 1367.**—In pursuance of the Directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against each in column 4 of the said Second Schedule.

## THE FIRST SCHEDULE

- (1) Sub-section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

## THE SECOND SCHEDULE

S. No.	Title of the film.	Length 35 mm	Name of the applicant	Name of the producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
(1)	(2)	(3)	(4)	(5)	(6)
1	Mahitichitra No. 53	237.74M	Director of Government of Dhanraj Mahal, Bunder, Bombay-1.	Information, Gujarat, Apollo	Film dealing with news and current events. (For release in Gujarat State only.)
2	Audyogic Vasahato	304.49M	Do.		The film intended for educational purposes (For release in Gujarat circuit only).

[No. 24/1/65-FP App. 987.]

**S.O. 1968.**—In pursuance of the Directions issued under the provisions of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

## THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

## THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the applicant	Name of the producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
(1)	(2)	(3)	(4)	(5)	(6)
1	Maharashtra News No. 154 (Hindi and Marathi).	303 M	Films Officer, Directorate of Publicity, Government of Maharashtra, Bombay.		Film dealing with news and current events. (For release in Maharashtra circuit only).

[No. 24/1/65-FP App. 988.]

J. K. JAIN, Under Secy.

*New Delhi, the 23rd April, 1965*

**S.O. 1369.**—In pursuance of the directions issued under the provision of each of the enactments specified in the First Schedule to the order of the Government of India in the Ministry of Information and Broadcasting No. S.O. 2732, dated the 20th September of 1963, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Schedule.

#### SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
(1)	(2)	(3)	(4)	(5)	(6)
	Indian News Review No. 863	252M	Film Division, Govt. of India, Bombay.	Films Division, Govt. of India, Bombay.	Film dealing with news and current events

[No. 24/1/65-FP App. 990.]

H. N. AGARWAL, Dy. Secy.

#### MINISTRY OF LABOUR & EMPLOYMENT

*New Delhi, the 20th April 1964.*

**S.O. 1370.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Bakshis Singh, Operator, Heavy Equipment 'A' of Messrs. Bolani Ores Limited Barbil, Post Office Keonjhar, District Orissa which was received by the Central Government on the 14th April 1965.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Complaint under Section 33A and an Application under Section 33(2)(b) of Industrial Disputes Act 1947.

Complaint No. 4 of 1965

(arising out of Reference No. 41 of 1964)

#### PARTIES:

Sri Bakshis Singh C/o. Barbil Workers Union, P.O. Barbil.—*Complainant*

*Versus*

M/s. Bolani Ores Ltd, P.O. Barbil, Dist. Keonjhar Orissa.—*Opp. Party.*

AND

Application No. 38 of 1964

(arising out of Reference No. 41 of 1964)

#### PARTIES:

M/s. Bolani Ores Ltd.—*Applicant.*

*Versus*

Sri Bakshis Singh —*Opp. Party.*

#### PRESENT

Sri Raj Kishore Prasad, M.A., B.L.—*Presiding Officer.*



**APPEARANCES:**

*For the Workmen.*—Shri J. R. Dash, General Secretary, and Sri S. B. Singh Assistant Secretary, Barbil Workers' Union.

*For the Employers.*—Sri L. A. Hill, Superintendent, Bolani Ores Ltd.

State: Orissa.

Industry: Iron Ore.

New Delhi, the 6th April, 1965.

**AWARD**

The above complaint and the application were fixed for 16th April 1965 for hearing at Calcutta. But on 3rd April 1965 the parties filed a joint petition of compromise dated 20th March 1965 intimating to the Tribunal that both the complaint and the application were mutually settled and prayed that an award be passed in accordance with the same. A copy of the said compromise is annexed herewith and marked Annexure 'A'.

2. According to the agreement, Sri Bakshis Singh should apologise to the management for his misconduct and give an assurance in writing of his good conduct and behaviour in future. The company on its part has agreed to reinstate Sri Bakshis Singh in previous post of Operator Heavy Equipment 'A'. It is also agreed that Sri Bakshis Singh should be placed under suspension without pay for the period from 2nd October 1964 to 20th March 1965. It is further agreed that the complaint under Section 33A of the Act made by the workmen, Sri Bakshis Singh, through his Union, will be withdrawn.

3. I have read and considered the above terms of the compromise and think they are fair and reasonable and in the interest of the parties, and, therefore, I accept the same and record the compromise.

4. An award in terms of the compromise petition as prayed for by the parties is made and this compromise marked Annexure 'A' is made a part of the award.

5. As a result of the compromise Complaint No. 4 of 1965 stands withdrawn and Application No. 58 of 1964 is disposed of in terms of the compromise mentioned above.

6. This is the award which I make and submit to the Government of India under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer,  
Central Govt. Industrial Tribunal,  
Dhanbad.

Dhanbad,  
6th April, 1965

**ANNEXURE 'A'**

MEMORANDUM OF SETTLEMENT ARRIVED AT DURING THE COURSE OF THE DISCUSSION HELD ON 20TH MARCH 1965 BETWEEN MESSRS. BOLANI ORES LIMITED AND THEIR WORKMEN REPRESENTED BY THE BARBIL WORKERS' UNION, BARBIL (INTUC):

Name of the parties:—

*Representing Employers:*

Mr. L. A. Hill, Superintendent, M/s. Bolani Ores Ltd., Barbil P.O. Keonjhar Dt. Orissa.

*Representing Workmen:*

1. Mr. J. R. Dash, General Secretary, Barbil Workers' Union, Barbil P.O. Keonjhar Dist. Orissa.

2. Mr. S. B. Singh, Asstt. Secretary, Barbil Workers' Union, Barbil P.O. Keonjhar Dist. Orissa.

**SHORT RECITAL OF THE CASE**

The services of Sri Bakshis Singh, Operator, Heavy Equipment 'A' Messrs. Bolani Ores Ltd., were terminated on 8th October 1964 on account of his unauthorised driving the Leyland No. 15 to the accident point and causing serious damage

to the vehicle. Since the question of payment of bonus for year ending September 1963 was pending before the Industrial Tribunal, Dhanbad, under reference No. 41 of the year 1964, the management of messrs. Bolani Ores Ltd., applied to the said Tribunal under section 33(2)(b) of the I.D. Act. of approval of their action of terminating the services of Sri Bakshis Singh. Before the application could be disposed of by the Industrial Tribunal, Dhanbad, the General Secretary, Barbil Workers' Union requested the management of M/s. Bolani Ores Ltd., for reinstatement of the said Bakshis Singh. With a view to establishing orderly and cordial relationship between the management and their workmen represented by Barbil Workers' Union, P.O. Barbil, Dist. Keonjhar, Orissa, the management and the Union agreed to the following terms:—

#### TERMS OF SETTLEMENT

1. It is agreed that Shri Bakshis Singh should apologise the management for his misconduct and should give an assurance in writing of his good conduct and behaviour, in future.

2. It is agreed that the management of Messrs. Bolani Ores Ltd., shall re-instate Sri Bakshis Singh in his previous post i.e. Operator, Heavy Equipment 'A'.

3. It is also agreed that Sri Bakshis Singh should be placed under suspension (without pay) for the period from 2nd October 1964 to 20th March 1965.

4. It is further agreed that the parties to the settlement shall jointly send a copy of this agreement to Central Govt. Industrial Tribunal, Dhanbad, for their records and disposal of Case No. 4/1965.

5. It is further agreed that Shri Bakshis Singh, represented through his Union (Barbil Workers' Union) shall withdraw his application filed before the Tribunal under Section 33A.

#### Representing Employers:

(Sd.) L. A. HILL,  
Superintendent, Barbil Ores Ltd.,  
Barbil P.O. Keonjhar, Dist. Orissa.

#### Representing Workmen:

- General Secretary,  
1. (Sd.) J. R. DASH  
Barbil Workers' Union,  
Barbil, P.O. Keonjhar  
Dist. Orissa.  
2. (Sd.) S. B. SINCH,  
Asst. Secretary,  
Barbil Workers' Union,  
Barbil P.O. Keonjhar  
Dist. Orissa.

#### Witness:

1. (Sd.)  
Senior Personal Officer.  
M/s. Bolani Ores Ltd.,  
Dated the 20th March, 1965.

[No. 23/4/64-LR.I.]

**S.O. 1371.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Rajasthan, in the industrial dispute between the employers in relation to the Associated Cement Companies Limited, (Lakheri Cement Works) and their workmen which was received by the Central Government on the 14th April, 1965.

CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

#### PRESENT:

Shri J. S. Ranawat

#### JUDGE

CASE NO. C.I.T. 2 OF 1965

REFERENCE.—Government of India, Ministry of Labour and Employment Order No. 22/11/64-LRI dated 29th December, 1964.

In the Matter of an Industrial Dispute

## BETWEEN

The Associated Cement Companies Ltd., (Lakheri Cement Works), Lakheri

## AND

The Associated Cement Companies Ltd. (Lakheri Cement Works), Lakheri

## APPEARANCES:

*For the Company.*—Shri V. N. Kak.—Personal Officer.*For the Sangh.*—Shri Hari Singh, General Secretary of the Sangh.

Date of Award: 1st April, 1965.

## AWARD

The Central Government referred the following dispute for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947:—

1. Whether the demand by the Lakheri Cement Kamgar Sangh that the following 11 Dumper Drivers (Quarry Heavy Equipment Operators) who are at present placed in 'C' grade by the Associated Cement Companies (Lakheri Cement Works), should be placed in the 'B' Grade, justified?

1. Shri Nathulal S/o Bhanwarlal
2. Shri Ramnath S/o Kishna
3. Shri Shamman Singh S/o K. Singh
4. Shri Chhitiya S/o Ghasi
5. Shri Bhola S/o Har Chand
6. Shri Dungal
7. Shri Kalu Ram
8. Shri Bandu S/o Yaqub
9. Shri Ram Dev
10. Shri Nanga
11. Shri Alam Singh

2. If so to what relief are they entitled?

During the pendency of the reference both the parties amicably settled the dispute on the following terms and conditions and prayed that an award be passed in the terms of the settlement. Shri Hari Singh, General Secretary of the Lakheri Cement Kamgar Sangh and Shri V. N. Kak, Personnel Officer of the Lakheri Cement Works personally verified the settlement, a copy whereof has been placed on the record:—

1. Out of the 11 Quarry Heavy Equipment Operators (Dumper Drivers) listed in the Schedule to the Order of Reference dated 29th December, 1964, the following four will be put in B grade on the same wages as drawn by them immediately prior to the date of this Settlement:—

Name	T. No.
Mr. Alam Singh	2020
Mr. Bhola S/o Moolchand	2021
Mr. Nathoo S/o Bhanwarlal	2022
Mr. Nanga	2023

An award is passed in terms of the settlement mentioned above as prayed for by both the parties. A copy of the award may be submitted to the Central Government for publication.

(Sd.) J. S. RANAWAT,

Judge,  
Central Government Industrial  
Tribunal, Rajasthan, Jaipur.

[No. 22/11/64-LR-I.]

*New Delhi, the 23rd April 1965*

**S.O. 1372.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Burragarh Colliery of Raneegunge Coal Association Limited, Post Office Kusunda, District Dhanbad, and their workmen, which was received by the Central Government on the 20th April, 1963.

# **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD**

In the matter of a Reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47).

**REFERENCE No. 97 OF 1964.**

## **PARTIES:**

Employers in relation to the Burragarh Colliery of Raneegunge Coal Association Limited, Post Office Kusunda, District Dhanbad.

**AND**

Their workmen.

## **PRESENT:**

Sri Raj Kishore Prasad, M.A., B.L.,—Presiding Officer.

## **APPEARANCES:**

No appearance on either side.

**STATE:** Bihar.

**INDUSTRY:** Coal.

Dhanbad, dated the 14th April 1965

## **AWARD**

Government of India, Ministry of Labour & Employment, by its Order No. 2/55/64-LRII dated 11th August 1964 referred, an industrial dispute existing between the employers in relation to Burragarh Colliery of Raneegunge Coal Association Ltd. and their workmen, to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, in respect of the following item of dispute as per schedule of the Order of reference:

"Whether the management of the Burragarh Colliery of Raneegunge Coal Association Limited, Post Office Kusunda District Dhanbad, was justified in terminating the Men on the appointment of Shri Hopna Majhi, Miner, and placing his name in Badli list with effect from the 4th November 1963; if not, to what relief is the workman entitled?"

2. The concerned workman, Hopna Majhi, Miner, sent a petition of compromise dated 7th April 1965 bearing his thumb impression and attested by Sri Satya Narain Singh, President, Colliery Mazdoor Sangh, praying that the reference should be dropped as he has voluntarily withdrawn all his complaints and has now no grievance against his employers and further stated that he had received from his employers full and final payment of his dues in complete satisfaction of his claims and dues leaving nothing outstanding, and, therefore, as he had no claim whatsoever the reference may be dropped and considered as withdrawn. The General Manager, Raneegunge Coal Association Limited, also sent a petition dated 9th April 1965 signed by himself, saying that the workman concerned had withdrawn his case by his petition dated 7th April 1965 and he has already taken his final payment and given the company complete discharge of all his claims and dues and there is no dispute left to be decided by the Tribunal or anybody else, and, as such, the reference is not necessary to be pursued.

3. These two petitions were received by post by the Tribunal on 12th April 1965. On a perusal of the records I am passing orders today (14th April 1965).

4. In this case the written statement on behalf of the concerned workman was filed by Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha, but the Union is not a party to the compromise. As the concerned workman himself put his own thumb impression in presence of the two persons named hereinafter, I have no doubt about the compromise.

5. I am, therefore, satisfied that the compromise is a genuine one, in that, it is thumb impressioned by the concerned workman, Hopna Majhi, and attested by the President of the Colliery Mazdoor Sangh and also by Rabi Majhi, with whom the workman concerned is living. The compromise is supported by the General Manager of the company also. I, therefore, accept the same.

6. The reference is, therefore, disposed of in terms of the two petitions of compromise, which are marked Annexure 'A' and 'B' and an award in terms thereof is passed, which are made a part of this award.

7. In terms of the compromise petitions Annexure 'A' and 'B', the Reference stands dropped and withdrawn as no dispute now remains to be adjudicated upon.

8. This is the award which I make and submit to the Government of India, under Section 15 of the Act.

RAJ KISHORE PRASAD.

Presiding Officer,  
Central Govt. Industrial Tribunal,  
Dhanbad.

Dated

The 14th April, 1965.

ANNEXURE "A"

BEFORE THE PRESIDING OFFICER OF THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE No. 97 of 1964.

Employers in relation to Burragarh Colliery of M/s. Raneegunge Coal  
Association Ltd.

AND

Their workmen.

The humble petitioner most respectfully beg to state as follows:—

1. That I Shri Hopna Majhi, am the workman for whom the Bihar Koyla Mazdoor Sabha made a complaint of an Industrial Dispute to the Government of India and upon the above Reference submitted the Written Statement dated the 22nd January, 1965, to your Honours Tribunal at Dhanbad.

2. That I have withdrawn at my own free-will and without any co-ercion or pressure from any source all my complaints and have no grievance, whatsoever, to be referred to your Honours Tribunal as an Industrial Dispute against the Employer in relation to Burragarh Colliery.

3. That I have already received from the Employers full and final payment in complete and entire satisfaction of all my claims, dues and demands leaving nothing outstanding.

4. That in view of my voluntary decision not to proceed further in the above Reference due to my having no claim, whatsoever, upon the present final settlement, I pray to your honour to drop the Reference with immediate effect.

It is therefore, most humbly prayed that the above Reference be kindly dropped and considered as withdrawn.

And for this your petitioner shall ever pray.

(L.T.I. of Hopna Majhi)  
Ex-Miner,  
C/o Rabi Majhi,  
Burragarh Colliery,  
P.O. Bhagaband,  
Distt. Dhanbad.

Dated the 7th April, 1965

(Sd.) R. K. PRASAD,  
Presiding Officer,  
Central Govt. Industrial Tribunal,  
Dhanbad.  
12-4-65.

Witnesses:

1. SATYA NARAIN SINGH, President,  
Colliery Mazdoor Sangh (I.N.T.U.C.)  
Kurtair Burragarh Branch.

7-4-65

2. L.T.I. of Rabi Majhi.

## ANNEXURE 'B'

BEFORE THE PRESIDING OFFICER OF THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE No. 97 of 1964.

Employers in relation to Burragarh Colliery of M/s. Raneegunge Coal Association Ltd.,

AND

Their Workmen.

The humble petitioner most respectfully states as follows:—

1. That Shri Hopna Majhi, the ex-workman in the above Reference has withdrawn his case from your Honours Tribunal vide his petition dated the 7th April, 1965, addressed to your honour and a copy handed over to your petitioner.

2. That Shri Hopna Majhi has already taken his final payment and given us a complete discharge of all his dues upon the final settlement of his dispute to his entire satisfaction.

3. That Hopna Majhi assured your petitioner that there remains no dispute to be dealt with at the Tribunal or elsewhere now.

4. That Shri Hopna Majhi left no authority for the Bihar Koyla Mazdoor Sabha or any one else to pursue the dispute any more.

It is therefore most humbly prayed that the above Reference be dropped and considered as withdrawn.

And for this your petitioner shall ever pray.

(Sd.) General Manager,

Raneegunge Coal Association Ltd.

Dated the 9th April, 1965.

[No. 2/55/64-LR.II.]

**S.O. 1373.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the North Chirimiri Colliery, District Surguja, Madhya Pradesh and their workmen which was received by the Central Government on the 15th April, 1965.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA

REFERENCE No. 7 of 1965.

## PARTIES:

Employers in relation to the North Chirimiri Colliery,

AND

Their workmen.

## PRESENT:

Shri L. P. Dave—Presiding Officer.

## APPEARANCES:

On behalf of employers.—Shri D. D. Diddee, Agent, North Chirimiri Colliery

On behalf of workmen.—Shri Gulab Gupta, General Secretary, M. P. Colliery Workers' Federation.

State: Madhya Pradesh

Industry: Coal Mines

## AWARD

The Government of India, Ministry of Labour and Employment, by their order No. F. 8/201/63-Vol II-I-LR.II dated 18th January 1965, have referred the industrial dispute existing between the employers in relation to the North Chirimiri Colliery

and their workmen in respect of the following matters for adjudication to this Tribunal. The matters referred to for adjudication are:

- (1) Whether de-railing and re-railing of the empty and loaded tubs is a part of the normal duty performed by trammers? If not, to what relief are the trammers in North Chirimiri Colliery entitled for doing this additional work?
- (2) Whether the management of North Chirimiri Colliery have been practising discrimination in the matter of allotment of tubs between the non-CRO loaders and the CRO loaders resulting in monetary loss to the non-CRO workers during the period 3rd July 1961 to middle of January 1964? If so, to what relief are the affected workmen entitled?
- (3) Whether the action of the management of North Chirimiri Colliery in denying work to non-CRO loaders, during the period October to December, 1963 and thereafter till date, was justified? If not, to what relief are the affected workmen entitled?

2. In response to notices issued by the Tribunal, the workmen represented by the Madhya Pradesh Colliery Workers' Federation and the employers filed their written statements. Notice had also been issued to Madhya Pradesh Koyla Mazdoor Panchayat, but they did not file any written statement nor did they appear before the Tribunal at any stage. After the written statements had been received from the parties the matter was fixed for hearing and all parties informed about it. The Madhya Pradesh Koyla Mazdoor Panchayat did not appear before the Tribunal. Representatives of the employers and the Madhya Pradesh Colliery Workers' Federation appeared at the hearing and stated that they had entered into a compromise and produced a memorandum of settlement thereof, copy appended herewith.

3. The disputes in this matter relate to the de-railing and re-railing of empty and loaded tubs by trammers, allotment of tubs between different classes of loaders and to giving work to certain class of loaders. It appears that there were other disputes also between the parties. For instance, there was a dispute relating to the dismissal of 180 workmen which dispute has also been referred to for adjudication to this Tribunal and which is the subject matter of Reference No. 15 of 1965.

4. The above compromise relates to all the pending disputes between the parties. Under the terms of the settlement, it has been agreed that the Madhya Pradesh Colliery Workers' Federation withdraws all demands made on the management and the management has agreed to drop all proceedings instituted against the workers so far. The management has also agreed to reinstate 180 workmen who are the subject matter of Reference No. 15 of 1965. It is also agreed between the parties that wherever underground trammers of in-line No. 4 are normally doing the work of de-railing and re-railing of tubs for the purpose of facilitating the loading, they would carry on such work in addition to their normal work so long as they are required to do so by the management and they would be paid 12 Rs per head per day for this kind of work. It is further agreed that the management will be at liberty to discontinue the work of de-railing and re-railing after giving due notice. This portion of the compromise, therefore, covers point No. 1 referred to for adjudication and I accept it as being fair and reasonable.

5. Two other points have also been referred to for adjudication and they are regarding alleged discrimination in the matter of allotment of tubs between different kinds of loaders and about denying work to certain kind of loaders. There is no specific agreement between the parties on these two points. At any rate, the above compromise does not cover these two points specifically. But as under Para 1 of the terms of settlement the Madhya Pradesh Colliery Workers' Federation has withdrawn all demands made on the management, it must be deemed that they do not press these two points.

In the result, I pass an award in terms of the compromise, so far as it relates to the matters in dispute in this reference.

(Sd.) L. P. DAVE,  
Presiding Officer.

Dated, 9th April, 1965.

## FORM H

(See Rule 58)

## FORM FOR MEMORANDUM OF SETTLEMENT

## NAMES OF PARTIES:

*Representing employers:*

1. Lala Dharam Vir Dhir, Director, United Collieries Ltd.,
2. Mr. D. D. Diddee, Agent, North Chirimiri Colliery.

*Representing workmen:*

1. Mr. Gulab Gupta, General Secretary Madhya Pradesh Colliery Workers' Federation, Chirimiri.
2. Mr. Shambhoo Nath Singh, Secretary Madhya Pradesh Colliery Workers' Federation, Chirimiri.

## SHORT RECITAL OF THE CASE:

There was a stoppage of work at the North Chirimiri Colliery of the management since 20th July 1964 following some disagreement between the parties. Thereafter the Government of India appointed a Court of Enquiry under Section 6 of the Industrial Disputes Act with Shri L. P. Dave as its sole member to enquire into the causes of this stoppage and also referred certain disputes for adjudication to the Industrial Tribunal, Calcutta, which are subject matters of Reference Nos. 7 and 15 of 1965. The parties, however, felt that it would be in the interest of industrial peace and healthy labour-management relations to settle all disputes by direct negotiations. Protracted negotiations were, therefore, held and the following settlement was reached:—

## TERMS OF SETTLEMENT:

1. The Madhya Pradesh Colliery Workers' Federation withdraws all demands made on the management of North Chirimiri Colliery to date and the management agrees to drop all proceedings instituted against the workers so far.

2. The management agrees to reinstate 180 workers whose cases have been referred to the Industrial Tribunal, Calcutta, on 8th of February 1965 and are now pending before the said Tribunal.

3. The management agrees to withdraw its appeal under the Bonus Scheme now pending with the Central Government Industrial Tribunal, Dhanbad.

4. As a gesture of goodwill and to establish industrial peace the management agrees to pay a sum of Rs. 50,000/- (Rupees fifty thousand) *ex-gratia* for distribution amongst the workmen concerned through the Madhya Pradesh Colliery Workers' Federation. This amount will be made available by the management on or about 25th of April 1965.

5. It is hereby agreed by and between the parties that the underground trammers of Incline No. 4 where de-railing and re-railing of tubs are normally done for the purpose of facilitating the loading of coal into the tubs will carry on such de-railing and re-railing of tubs in addition to their normal work so long as this kind of job is required by the management. For this kind of work, the underground trammers will be paid at the rate of 12 Paise per head per day. If this work of de-railing and re-railing is to be discontinued at any time, the management will be at liberty to do so on giving one week's clear notice to the Madhya Pradesh Colliery Workers' Federation. It is hereby explicitly understood that accidental de-railment and re-railment of tubs in course of tramping would be done by the trammers as was being done in the past.

6. The said Federation voluntarily agrees to co-operate with the management in enforcing strict discipline among workers and towards furtherance of industrial peace and betterment of production. The management in its turn will do everything possible to foster growth of healthy trade unionism in the area.

6(a). The problem of surplus workers, if any, due to the closure of the Fower House or otherwise including the Federation's request regarding some workers and Labour Sardars will be discussed by the parties mutually with a view to



settle the same during the forthcoming visit of Lala Dharam Vir Dhir, Mr. J. R. Sharma and Mr. D. D. Diddie to the Colliery.

7. The Federation undertakes that no strike will be declared and likewise the management undertakes not to declare any lockout for a period of two years from date and this undertaking shall continue thereafter until any notice of termination is given by either party, of this settlement, in accordance with the provisions of law.

8. It is hereby agreed that all future disputes and differences between the Federation and the management will be amicably settled according to the procedure laid down below:—

- (a) If, at any time, any dispute or difference arises, the Federation will first refer the same to the Manager who will endeavour his best to come to an agreed settlement after mutual discussion.
- (b) In the event the Manager fails to arrive at any amicable settlement on any issue, the same shall be referred to the Agent of North Chirimiri Colliery and Lala Dharam Vir Dhir, Director of United Collieries, Ltd., for settlement in the aforesaid manner.
- (c) If settlement is not made accordingly and it is so desired by the Agent and Lala Dharam Vir Dhir, the points of difference may be referred to Lala I. M. Thapar for settlement.
- (d) Failing to arrive at an agreed settlement in the above manner the points of dispute will be referred to arbitration by an agreed Arbitrator to be nominated jointly by the Union and the management or under section 10(2) of the Industrial Disputes Act.

9. It is hereby agreed by and between the parties and they will jointly apply to the Court of Enquiry, Central Government and to the Industrial Tribunals before whom references are pending and in their application, they will request the Court of Enquiry or the Central Government to drop further proceedings in the matter and apply to the Industrial Court Tribunal to pass an award in terms of the settlement hereof.

Calcutta,

23rd February, 1965.

Witnesses:

1. (Sd.) J. R. SHARMA,
2. (Sd.) R. N. CHANDBENY,

Signature of the Parties:  
For employers:

1. (Sd.) DHARAM VIR DHIR,

2. (Sd.) D. D. DIDDIE,

For workmen:

1. (Sd.) GULAB GUPTA,

2. (Sd.) SHAMBHU NATH SINGH,

[No. 8/36/65-LR.II-I.]

**S.O. 1374.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the North Chirimiri Colliery, District Surguja, Madhya Pradesh and their workmen which was received by the Central Government on the 15th April, 1965.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 15 of 1965.

**PARTIES:**

Employers in relation to the North Chirimiri Colliery.

AND

Their workmen.

**PRESENT:**

Shri L. P. Dave.—*Presiding Officer.*

**APPEARANCES:**

*On behalf of employers.*—Shri D. D. Diddee, Agent, North Chirimiri Colliery.

*On behalf of workmen.*—Shri Gulab Gupta, General Secretary, M. P. Colliery Workers' Federation.

**STATE:** Madhya Pradesh.

**INDUSTRY:** Coal Mines.

**AWARD**

The Government of India, Ministry of Labour and Employment, by their order No. 8/201/83-Vol.II.LRII dated 8th February 1965, have referred the industrial dispute existing between the employers in relation to the North Chirimiri Colliery and their workmen in respect of the question whether the dismissal of 180 workmen named in the Order of Reference was justified and if not, to what relief the concerned workmen are entitled, for adjudication to this Tribunal.

2. Notices were issued to the Manager of the colliery as representing the employers and the Madhya Pradesh Colliery Workers' Federation and Madhya Pradesh Koyla Mazdoor Panchayat as representing the workmen. In response to notices, the Madhya Pradesh Colliery Workers' Federation and the employers filed their written statements. The Madhya Pradesh Koyla Mazdoor Panchayat did not file written statement, in spite of a reminder sent to them.

3. On 31st March 1965, the representatives of the employers and the Madhya Pradesh Colliery Workers' Federation appeared before me and stated that they had entered into a compromise and produced a memorandum thereof which contains the terms of settlement, copy whereof is appended herewith and they requested that an award may be passed in terms of this agreement.

4. The above compromise and agreement relates not only to the present dispute which is regarding dismissal of 180 specified workmen but it relates to other matters also. So far as the present Reference is concerned, the employers have, under the terms of settlement, agreed to reinstate them. They have also agreed to pay a sum of Rs. 50,000/- for distribution amongst the different workmen through the Madhya Pradesh Colliery Workers' Federation. In my opinion, the compromise is fair and reasonable and I accept it.

I pass an award in terms of the compromise, so far as it relates to the present dispute.

(Sd.) L. P. DAVE,  
Presiding Officer.

Dated, 9th April, 1965.

FORM H.

(See Rule 58)

**FORM FOR MEMORANDUM OF SETTLEMENT****Names of Parties:**

*Representing Employers.*—Mr. D. D. Diddee, Agent, North Chirimiri Colliery.

*Representing Workmen.*—Mr. Gulab Gupta, General Secretary Madhya Pradesh Colliery Workers' Federation, Chirimiri.

**Short recital of the Case:**

There was a stoppage of work at the North Chirimiri Colliery of the management since 20th July 1964 following some disagreement between the parties. Thereafter the Government of India appointed a Court of Enquiry under Section 8 of the Industrial Disputes Act with Shri L. P. Dave as its sole member to enquire into the causes of this stoppage and also referred certain disputes for adjudication to the Industrial Tribunal, Calcutta, which are subject matters of Reference Nos. 7 and 15 of 1965. The parties, however, felt that it would be in the interest of industrial peace and healthy labour-management relations to settle all disputes by direct negotiations. Protracted negotiations were, therefore, held and the following settlement was reached:—

**TERMS OF SETTLEMENT:**

1. The Madhya Pradesh Colliery Workers' Federation withdraws all demands made on the management of North Chirimiri Colliery to date and the management agrees to drop all proceedings instituted against the workers so far.

2. The management agrees to reinstate 180 workers whose cases have been referred to the Industrial Tribunal, Calcutta, on 8th of February 1965 and are now pending before the said Tribunal.

3. The management agrees to withdraw its appeal under the Bonus Scheme now pending with the Central Government Industrial Tribunal, Dhanbad.

4. As a gesture of goodwill and to establish industrial peace the management agrees to pay a sum of Rs. 50,000/- (Rupees fifty thousand) *ex-gratia* for distribution amongst the workmen concerned through the Madhya Pradesh Colliery Workers' Federation. This amount will be made available by the management on or about 25th of April 1965.

5. It is hereby agreed by and between the parties that the underground trammers of Incline No. 4 where de-railling and re-railling of tubs are normally done for the purpose of facilitating the loading of coal into the tubs will carry on such de-railling and re-railling of tubs in addition to their normal work so long as this kind of job is required by the management. For this kind of work, the underground trammers will be paid at the rate of 12 Paise per head per day. If this work of de-railling and re-railling is to be discontinued at any time, the management will be at liberty to do so on giving one week's clear notice to the Madhya Pradesh Colliery Workers' Federation. It is hereby explicitly understood that accidental de-railling and re-railling of tubs in course of tramping would be done by the trammers as was being done in the past.

6. The said Federation voluntarily agrees to co-operate with the management in enforcing strict discipline among workers and towards furtherance of industrial peace and betterment of production. The management in its turn will do everything possible to foster growth of healthy trade unionism in the area.

6(a). The problem of surplus workers, if any, due to the closure of the Power House or otherwise including the Federation's request regarding some workers and Labour Sardars will be discussed by the parties mutually with a view to settle the same during the forthcoming visit of Lala Dharam Vir Dhir, Mr. J. R. Sharma and Mr. D. D. Diddes to the colliery.

7. The Federation undertakes that no strike will be declared and likewise the management undertakes not to declare any lock-out for a period of two years from date and this undertaking shall continue thereafter until any notice of termination is given by either party, of this settlement, in accordance with the provisions of law.

8. It is hereby agreed that all future disputes and differences between the Federation and the management will be amicably settled according to the procedure laid down below:—

- (a) If, at any time, any dispute or difference arises, the Federation will first refer the same to the Manager who will endeavour his best to come to an agreed settlement after mutual discussion.
- (b) In the event the Manager fails to arrive at any amicable settlement on any issue, the same shall be referred to the Agent of North Chirimiri Colliery and Lala Dharam Vir Dhir, Director of United Collieries, Ltd., for settlement in the aforesaid manner.
- (c) If settlement is not made accordingly and it is so desired by the Agent and Lala Dharam Vir Dhir, the points of difference may be referred to Lala I. M. Thapar for settlement.
- (d) Failing to arrive at an agreed settlement in the above manner the points of dispute will be referred to arbitration by an agreed Arbitrator to be nominated jointly by the Union and the management or under Section 10(2) of the Industrial Disputes' Act.

9. It is hereby agreed by and between the parties and they will jointly apply to the Court of Enquiry, Central Government and to the Industrial Tribunals before whom references are pending and in their application they will request the Court of Enquiry or the Central Government to drop further proceedings in

the matter and apply to the Industrial Court Tribunal to pass an award in terms of the settlement hereof.

CALCUTTA,

23rd February, 1965.

Signature of the Parties:

For Employers:

(Sd.) D. D. DIDDER.

For Workmen:

(Sd.) Illegible

Witnesses:—

1. (Sd.) Illegible.

2.

[No. 8/36/65-LR.II-II.]

New Delhi, the 24th April 1965

S.O. 1375.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Kothagudium and Belampalli Collieries, Andhra Pradesh and their workmen, which was received by the Central Government on the 21st April, 1965.

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH,  
HYDERABAD

PRESENT:

Dr. Mir Siadat Ali Khan, M.A., LL.B., Fazel (Osm); B.C.L., (Oxon); D.Phil., (Oxon); Bar-at-Law; (Lincoln's Inn) (London); Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 14 OF 1965

BETWEEN

Workmen of Singareni Collieries Co. Ltd., Belampalli Division.

AND

The Management, Singareni Collieries Co. Ltd., Bellampalli Division & Kothagudium.

APPEARANCES:

M/s. M. Komaraiah, General Secretary, Singareni Collieries Workers' Union, Kothagudium, and S. Nagaiah Reddy, President, Tandur Coal Mines Labour Union, Bellampalli—for workmen.

Shri B. G. Pradhan, Dy. General Manager, Singareni Collieries Co. Ltd., Kothagudium—for Management.

AWARD

By the Government of India, Ministry of Labour & Employment, New Delhi's Order No. 7/32/64-LR II dated 10th February 1965 the industrial dispute between the employers of the Singareni Collieries Company Limited, Bellampalli Division and Kothagudium Collieries, and their workmen was referred for adjudication with the following issue framed, viz.,

"Whether the management of Singareni Collieries Company Limited is justified in stopping the play day allowances (allowances for work done on weekly days of rest) i.e., 1½ times daily rates of wages to the Lamp Room Incharges of Kothagudium Collieries and Bellampalli Collieries from July 1964? If not to what relief are the workmen entitled?"

2. The reference was registered here as industrial dispute No. 14 of 1965. I am happy to note that a compromise has been reached between the employer and the workmen represented both by the General Secretary, Singareni Collieries

workers' Union, and the President, Tandur Coal Mines Labour Union, Bellampalli. By the compromise the demand of the workmen has been allowed. The terms of the settlement are as follows:

"(1) It has been agreed that with effect from July 1964 the Lamp-room Incharges at Kothagudium and Bellampalli Collieries shall be allowed half muster extra for work done on play day (weekly day of rest) in addition to the normal muster for work on such days.

(2) The dispute stands settled fully and completely."

3. As the compromise covers the issue referred and is a settlement between the workmen, I pass this Award in accordance with it.

Report accordingly to Government of India, given under my hand and the seal of the Court this the 14th day of April, 1965.

M. S. ALI KHAN,  
Industrial Tribunal.  
[No. 7(32)/64-LRII.]

S.O. 1376.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Jote Dhemo Colliery, P.O. Ukhra, District Burdwan and their workmen which was received by the Central Government on the 21st April, 1965.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 67 OF 1964.

## PARTIES:

Employers in relation to the Jote Dhemo Colliery,

AND

Their workmen.

## PRESENT:

Shri L. P. Dave—Presiding Officer.

## APPEARANCES:

*On behalf of employers.*—Shri S. Mukherjee, Law Officer.

*On behalf of workmen.*—Shri Keshab Banerjee, Genl. Secretary, Colliery Mazdoor Union.

STATE: West Bengal

INDUSTRY: Coal Mines.

## AWARD

The Government of India, Ministry of Labour and Employment, by their Order No. 6/79/64-LRII dated 18th November 1964, have referred the industrial dispute existing between the employers in relation to the Jote Dhemo Colliery and their workmen in respect of the following matters for adjudication to this Tribunal. The matters referred for adjudication are:

- (1) Whether the management of Jote Dhemo Colliery was justified in discharging Shri Bhagabat Singh (Mining Sirdar) from service with effect from 20th July 1964?
- (2) If not, to what relief is the workman entitled?

2. When the matter came up for hearing before me today, the parties stated that they had arrived at a settlement between them and produced a memorandum of settlement, copy appended herewith. The dispute relates to the discharge of a mining sirdar named Shri Bhagabat Singh. Under the terms of the settlement, the management have paid to the said workman a sum of Rs. 500/- in full and final settlement of all his claims arising out of this reference and have also agreed to issue a certificate to him for his services. The compromise is signed not only by Shri Keshab Banerjee as representing the Colliery Mazdoor Union but is also signed by the concerned workman himself. In my opinion, the compromise is fair and reasonable. I therefore accept it.

I pass an award in terms of the compromise.

(Sd.) L. P. DAVE,  
Presiding Officer.

Dated,  
19th April 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA**

**PARTIES:**

Employers in relation to Jote Dhemmo Colliery, P.O. Ukhra (Burdwan)

**AND**

Their workmen, represented by Colliery Mazdoor Union.

Both the parties above named beg to submit that they have arrived at a settlement on the above matter on the following terms:—

**TERMS OF SETTLEMENT**

1. The management has paid this day to Shri Bhagabat Singh the sum of Rupees Five Hundred only in full and final settlement of all his claims arising out of this present reference.
2. The management will issue a certificate for his service.
3. Each party will bear its own costs.

The parties pray that your honour will kindly accept the above terms of settlement and treat the same as part of the award.

And for this, the parties shall ever pray.

S. MUKHERJEE, 19-4-65  
(for the Employers)

KESHAB BANERJEE, 19-4-65  
(for the workman)

BHAGABAT SINGH

Calcutta,  
10th April 1965

[No. 6/79/64-LR.II.]

*New Delhi, the 26th April 1965*

**S.O. 1377.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the New Ghusick Colliery of M/s. West Ghusick Coal Company Limited, P.O. Kalipahari, Burdwan and their workmen which was received by the Central Government on the 21st April. 1965.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA**

REFERENCE No. 63 of 1964

**PARTIES:**

Employers in relation to the New Ghusick Colliery,

**AND**

Their workmen.

**PRESENT:**

Shri L. P. Dave—Presiding Officer.

**APPEARANCES:**

*On behalf of employers.*—Shri B. Bhattacharjee, Dy. Secretary.

*On behalf of workmen.*—Shri T. N. Srivastava, Treasurer, Colliery Mazdur Sabha.

STATE: West Bengal

INDUSTRY: Coal Mines

## AWARD

The Government of India, Ministry of Labour and Employment, by their Order No. 6/72/64-LR.II dated 25th September 1964, have referred the industrial dispute existing between the employers in relation to the New Ghusick Colliery and their workmen regarding whether the management were justified in not providing regular work to Sarvashri Girija Pasman, Sukhdeo Pasman, Munshi Raiwar and Satya Ghose by keeping them on the badli list and if not, to what relief they were entitled, for adjudication to this Tribunal.

2. When the matter came up for hearing before me today, the parties stated that they had settled the matter and produced a memorandum of settlement, copy appended herewith. The dispute relates to 4 workmen named in the Order of Reference and the workmen's case is that these workmen were kept on the badli list and not provided with regular work. Under the terms of settlement, it has been agreed that they would be employed as permanent workers from 16th April 1965 and would work as trammers. The workmen do not make any claim for back wages. In my opinion, the compromise is fair and reasonable and I accept it.

I pass an award in terms of the compromise.

L. P. DAVE,  
Presiding Officer.

Dated, 17th April, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CALCUTTA

REFERENCE No. 63 OF 1964

## PARTIES:

Employers in relation to New Ghusick Colliery

AND

Their Workmen.

The parties have discussed and arrived at the following settlement:—

- (1) That the 4 workmen namely Shri Girija Pasman, Shri Sukhdeo Pasman, Shri Satya Ghose and Shri Munshi Raiwar will be employed at the Kalipahari as permanent hand from 16th April 1965.
- (2) That they will be working as Trammer.
- (3) That the workmen under reference will have no claim for any back wages.

That the parties pray that an Award may kindly be passed to this effect.

T. N. SRIVASTAVA,  
Treasurer,  
Colliery Mazdur Sabha  
Dated, the 5th April, 1965.

D. P. BUDANI,  
Manager,  
New Ghusick Colliery

(Sd.) B. BHATTACHARJEE,  
Dy. Secy.

[No. 6/72/64/LR.II.]

**S.O. 1378.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Toposi Colliery, P.O. Toposi (Burdwan) and their workmen which was received by the Central Government on the 21st April, 1965.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 2 of 1965

## PARTIES:

Employers in relation to the Toposi Colliery,

AND

Their workmen.

## PRESENT:

Shri L. P. Dave—*Presiding Officer*.

## APPEARANCES:

*On behalf of employers*.—Shri S. S. Mukherjee, Advocate.*On behalf of workmen*.—Shri Rabin Chatterjee, Vice-President, Colliery Mazdoor Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mines

## AWARD

The Government of India, Ministry of Labour and Employment, by their Order No. 6/109/64-LRII dated 1st January 1965, have referred the industrial dispute existing between the employers in relation to the Toposi Colliery and their workmen in regard to the question whether the action of the management in reverting their workmen Sarvashri Shyamlal Kahar and Rajdeo Gorari from permanent workmen to Badli workmen was justified and if not, to what relief they were entitled, for adjudication to this Tribunal.

2. When the matter came up for hearing before me today, the parties stated that they had compromised the matter amicably and produced a memorandum of settlement, copy appended herewith. The dispute relates to two workmen reverted from the permanent job and put on the badli list. Under the terms of the settlement, they are to be paid an ex-gratia payment of 50 percent on the basis of retrenchment compensation as if they were retrenched and would also be paid wages for leave if any due to them. It is further agreed that in the event of fresh recruitment, these workmen would be given a chance according to rule 78 of the Industrial Disputes Rules. In my opinion the compromise is fair and reasonable. I therefore accept it.

I pass an award in terms of the compromise.

(Sd.) L. P. DAVE,  
Presiding Officer.

Dated,

20th April, 1965.

BEFORE THE PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 2 of 1965

Employers in relation to Toposi Colliery,

AND

Their workmen.

That without prejudice to the respective contentions of the parties, the above reference has been amicably settled on the following terms:

- (1) That since the workmen concerned in the present reference have been retrenched along with others with effect from 15th January 1965 and therefore no useful purpose will be served by pursuing the present reference.
- (2) That in order to settle existing or apprehended disputes between the parties, it has been agreed that the workmen will be paid an ex-gratia payment of 50% on the basis of retrenchment compensation, as if retrenched.
- (3) That the workmen concerned will be paid wages for the leave, if any, due to them.



- (4) That in the event of fresh recruitment of loaders, the workmen concerned will be given chance as per rule 78 of I.D. Rules applicable to retrenched workmen.
- (5) That the above terms finally settle, all pending and/or apprehended disputes between the parties concerning the workmen of the present reference.
- (6) That the payments mentioned in paragraphs (2) and (3) above will be made within 15 days from the date of this compromise.
- (7) That the parties will bear their own costs of the present proceeding.

It is therefore humbly prayed that this compromise may kindly be recorded and an award passed in terms thereof.

For workmen.

RABIN CHATTERJEE,

Vice-President,

Colliery Mazdoor Sabha,

Toposi.

For employers.

S. S. MUKHERJEE,

Advocate.

D. N. KAR,

Labour Welfare Officer,

Toposi Colliery.

Dated the 20th May, 1965.

[No. 6/109/64-LR.II.]

**S.O. 1379.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to Shri R. N. Mondal, Wagon Loading Contractor of Chinakuri 1 & 2 Pits Colliery, Sanctoria, P.O. Dishergarh, Dist. Burdwan and their workmen which was received by the Central Government on the 21st April, 1965.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 10 OF 1965

### PARTIES:

Employers in relation to Shri R. N. Mondal, Wagon Loading Contractor of Chinakuri 1 & 2 Pits Colliery.

AND

Their workmen.

### PRESENT:

Shri L. P. Dave—*Presiding Officer*.

### APPEARANCES:

*On behalf of employers.*—Shri A. Sen Gupta, Labour Adviser.

*On behalf of workmen.*—Shri Keshab Banerjee, Genl. Secretary, Colliery Mazdoor Union.

STATE: West Bengal.

INDUSTRY: Coal Mines

### AWARD

The Government of India, Ministry of Labour and Employment, by their Order No. 6/118/64-LR.II dated 23rd January 1965, have referred the industrial dispute existing between the employers in relation to Shri R. N. Mondal Wagon Loading Contractor of Chinakuri 1 & 2 Pits Colliery and their workmen regarding the question whether the said contractor was justified in terminating the services of the 5 workers named in the order of Reference and if not, to what relief they were entitled, for adjudication to this Tribunal.

2. When the matter came up for hearing before me today, the parties stated that they had entered into a compromise and produced a memorandum of settlement, copy appended herewith. The dispute relates to 5 specified workmen whose services were said to have been terminated. Under the terms of settlement, 3 of these workmen are to be paid Rs. 300/- each and the other 2 Rs. 200/- each within 10 days. They are also to be issued certificates about the period of service rendered by them. I understand that the contractor no longer holds the

contract in the course of which he had engaged these people and the question of reinstatement, therefore, does not arise. In my opinion, the compromise is fair and reasonable and I accept it.

I pass my award in terms of the compromise.

Dated,

The 17th April, 1965.

(Sd.) L. P. DAVE,

Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA

REFERENCE No. 10 OF 1965

Employers in relation to Sri R. N. Mondal—Contractor of Chinakuri 1 & 2  
Pits Colliery P.O. Dishergarh (Burdwan)

AND

Their workmen represented by Colliery Mazdoor Union, 27, G. T. Road,  
Bastin Bazar, P.O. Asansol (Burdwan).

Both the parties above named have arrived at a settlement in the matter above named on the following terms.

TERMS OF SETTLEMENT

1. The employer agree to pay to the workmen as mentioned below:—

- (a) Sri Baldev Nunia—Rs. 300/-
- (b) Sri Ramdhani Passi—Rs. 200/-
- (c) Sri Saufl Dusad—Rs. 300/-
- (d) Sri Ch. Jagdish—Rs. 300/-
- (e) Sri Bali Ram—Rs. 200/-

2. That the payment will be made within ten (10) days of the settlement at Asansol.

3. The employer will issue a certificate to the workmen for their period of services under them along with the payment.

4. The parties will bear their own costs in the proceedings before your Honour.

The parties therefore pray that your honour will graciously be pleased to accept the above terms of settlement and treat the above terms of settlement as part of the Award.

And for this act of kindness the parties shall ever pray.

A. SEN GUPTA,  
Labour Adviser,  
R. N. Mondal,  
for the employers  
Calcutta, the 17th April, 1965.

KESHAB BANERJEE,  
General Secretary,  
Colliery Mazdoor Union  
for the workmen.

[No. 6/118/64-LR.II.]

**S.O. 1380.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Bankola Colliery, P.O. Ukhra, District Burdwan and their workmen which was received by the Central Government on the 22nd April, 1965.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 66 OF 1964

PARTIES:

Employers in relation to the Bankola Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

## APPEARANCES :

On behalf of employers—Shri J. L. Sinha, Group Personnel Officer.

On behalf of workmen—Shri T. N. Srivastava, Treasurer, Colliery Mazdur Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mines.

## AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/78/64-LR II dated 12th November 1964, have referred the industrial dispute existing between the employers in relation to the Bankola Colliery and their workmen in respect of the question whether the suspension of Shri Netai Teli, Dresser, by an order dated 25th April 1964 was an act of victimisation and if so, to what relief the workman was entitled, for adjudication to this Tribunal.

2. In response to notices issued by the Tribunal, the parties filed their written statements. The workmen represented by the Colliery Mazdur Sabha contended *inter alia* that Netai Teli was working as a dresser for a long time; that he was served with a baseless charge-sheet on 3rd April 1964 which was issued to him to harass and intimidate him; that he denied the allegations; that the so-called enquiry was a farce and a mere show and was done in complete violation of principles of natural justice; that he was denied reasonable opportunity; that he was suspended from 3rd April 1964 to 11th April 1964 which order was illegal, *malafide* and an act of victimisation. It was therefore urged that this order should be set aside and the workman concerned should be paid full wages for the period of suspension.

3. The employers by their written statement contended that the present dispute was an individual dispute and not an industrial dispute. It was further contended that Netai, who was a dresser, was served with a chargesheet on 3rd April 1964, for misconduct stated therein; that it was not baseless nor was it issued to harass or intimidate him; that he replied to the chargesheet; that the reply was neither signed nor thumb marked by him; that an enquiry was fixed on the 10th April at 4-30 p.m.; that, as the workman did not turn up in time, it was not held on that day and he was asked to appear for the enquiry on the following day, that is, on 11th April 1964 at 8-30 a.m., which he did. The enquiry was then held in his presence; it was fair and proper and was conducted with due regard to the principles of natural justice after giving him full opportunity to defend himself. Three witnesses were examined in support of the chargesheet and the workman concerned was given due opportunity to cross examine all of them. He however cross examined one of them and declined to cross examine the other two. He was found guilty of the charge. He had been suspended from work simultaneously with the service of the chargesheet as stated therein and was allowed to resume his duties from 12th and hence when the charge was held proved, the management took a lenient view and let him off with 8 days' suspension which he had already undergone. It was urged that the suspension was just and proper and the workman was not entitled to any relief.

4. At the hearing today, the workman is not present. Shri Srivastava appears on behalf of the union; but he says that he has no papers. He is not able to explain why the workman is not present today. He had given an application for adjournment on the 17th, which I have rejected.

5. The present dispute relates to a workman named Netai Teli who was working as a dresser in Bankola Colliery. It does appear that some incident took place between him and the assistant manager of the colliery on 2nd April 1964. It is alleged that he used indecent language to the assistant manager. He was thereupon served with a chargesheet. He denied the charges. An enquiry was ordered to be held on 10th of April but as he did not attend in time, it was fixed on the following day, namely 11th April 1964, when he was present and the enquiry was held in his presence. The assistant manager, a mining sirdar and a shortfirer were examined. He did not examine any witness in defence. As a result of the enquiry, he was held guilty and as he had already remained under suspension for 8 days, that was taken to be sufficient punishment and an order was passed accordingly.

6. In the written statement, the union has contended that the enquiry was a farce and a mere show and was held in complete violation of principles of natural justice and the workman was denied reasonable opportunity. These are vague terms and it is not mentioned as to in what way the principles of natural justice were violated or how the enquiry was a farce or a mere show. From the enquiry papers produced before me, it appears that the workman was allowed

to cross examine the witnesses examined in support of the chargesheet and he actually did cross examine one of them. His statement also was recorded and he has put his thumb mark thereon. At no time or place had he said that he wanted to examine any defence witness. I am satisfied that the enquiry was proper and not a mere show; and that the workman was given reasonable opportunity to cross examine the witnesses and to lead defence evidence also.

7. The tribunal is not sitting in appeal against the decision of the enquiry officer. It has no power to consider the reliability or sufficiency of the evidence. The finding of the enquiry does not appear to be perverse. There was evidence before the enquiry officer from which he could have held that the workman concerned had used indecent and abusing language towards the assistant manager. It is not shown that there was any victimisation or that the finding was mala fide or principles of natural justice were not followed. The punishment awarded to the workman was suspension for 8 days; this means non payment of wages for 8 days, which is not excessive.

8. On the whole, I am not satisfied that the suspension of Netai Teli was an act of victimisation; he is therefore not entitled to any relief. The parties will bear their own costs.

I pass my award accordingly.

Dated,

20th April, 1965.

(Sd.) L. P. DAVE,

Presiding Officer.

[No. 6/78/64-LRII.]

### ORDERS

*New Delhi, the 20th April, 1964.*

**S.O. 1381.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Nandini Lime Stone Mines of Bhilai Steel Project, P.O. Bhilai, District Durg, Madhya Pradesh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 19 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

### SCHEDULE

Whether the management of Bhilai Steel Project was justified in employing Shri S. P. Tiwari, Magazine Incharge of Nandini Lime Stone Mines as Quarry Supervisor and thereby depriving him of the benefit of production bonus as per Merchant's Award. If not, to what relief is he entitled?

[No. 22/37/64-LRI.]

*New Delhi, the 22nd April 1965*

**S.O. 1382.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Toposi Colliery P.O. Toposi Colliery District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

### SCHEDULE

Whether the action of the management of Toposi Colliery in dismissing Shri Jagadish Mali, Pick miner was justified? If not, to what relief is he entitled?

[No. 6/38/65/LRII.]

**S.O. 1383.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Toposi Colliery, P.O. Toposi, Distt. Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Toposi Colliery in dismissing Shri Feku Jaiswara, Pick Miner is justified? If not, to what relief is he entitled

[No. 6/39/65-LR.II.]

**S.O. 1384.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Toposi Colliery, P.O. Toposi, Distt. Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Toposi Colliery in dismissing Shri Mahendra Mahato, Pick miner is justified? If not, to what relief is he entitled?

[No. 6/37/65-LR.II.]

**S.O. 1385.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Saltore Colliery, P.O. Saltore, Distt. Purulia and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the dismissal of Sarvashri Rampati Singh, Ram Das Saw, Kesho Saw and Hanif Mia. Stowing Mazdoors with effect from the 16th September, 1964 by the management of Saltore Colliery was justified? If not, to what relief are the workmen entitled?

[No. 6/110/64-LR.II.]

**S.O. 1386.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ena Colliery of Messrs North West Coal Company Limited, Post Office Dhansar, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

Whether the action of the management of the Ena Colliery of Messrs North West Coal Company Limited in terminating the services of Shri Sukhu Majhi, Miner, with effect from the 14th May, 1964 was justified? If not, to what relief is the workman entitled?

[No. 2/40/65-LR-II.]

*New Delhi, the 24th April 1965*

**S.O. 1387.**—Whereas an industrial dispute exists between the Associated Cement Companies Limited, Nowrozabad Colliery, Nowrozabad (hereinafter referred to as the said Company) and their workmen represented by the Nowrozabad Colliery Mazdoor Sangh (hereinafter referred to as the Union);

And whereas the said Company and the Union have by a written agreement, in pursuance of the provisions of Sub-section (1) or section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration of the person named therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on 17th April, 1965.

## AGREEMENT

(Under Section 10-A of the Industrial Disputes Act 1947)

## BETWEEN

Names of Parties—

Representing employers.—Shri G. L. Govil, Senior Personnel Officer, The Associated Cement Cos. Ltd., Nowrozabad Colliery.

Representing workmen.—Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri F. Jeejeebhoy, Retired President, Labour Appellate Tribunal of India, residing at "Firuz Ara", Churchgate Reclamation, Bombay-1.

I. Specific matters in dispute—

(a) Whether the retrenchment of the following 17 workmen is proper and justified?

	Token No.
1. Shri Babulal—Gunpowder Maker	
2. Shri Sukh Lal—Mazdoor	805 F
3. Shri Narottam—Mazdoor	750 T
4. Shri Babulal—Mazdoor	7 T
5. Shrimati Sudiya—Mazdoor	2596
6. Smt. Samani—Mazdoor	2167
7. Smt. Ganeshia—Mazdoor	2803
8. Smt. Choubee—Mazdoor	2615
9. Smt. Fuljharia—Mazdoor	2638
10. Smt. Tejia—Mazdoor	2172
11. Smt. Shyambai—Mazdoor	2639
12. Smt. Thakuria—Mazdoor	2637
13. Smt. Narbadia—Mazdoor	2640
14. Smt. Parbatia—Mazdoor	2173
15. Smt. Narbadia—Mazdoor	2166
16. Smt. Sirabal—Mazdoor	2643
17. Smt. Prembai—Mazdoor	2664

(b) If not, to what relief, if any, the concerned workmen are entitled?

II. Details of the parties to the dispute including the name and address of the establishment or Undertaking involved:—

- (a) The Associated Cement Companies Ltd., Nowrozabad Colliery, P.O. Nowrozabad, Distt. Dhahdol, M.P.
- (b) The workmen employed at Nowrozabad Colliery as represented by Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad, Distt. Shahdol. M.P.

III. Name of the Union, if any, representing the workmen in question:—

Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad, Distt. Shahdol. M.P.

IV. Total number of workmen employed in the Undertaking affected:—  
About 1900.

V. Estimated Number of workmen affected or likely to be affected by the dispute:—

About 1900.

Dated, Bombay, 10th April, 1965.

Witnesses.

1. (Sd.) G. R. SWAMY,
2. (Sd.) M. S. KAPUR,

Signature of the Parties  
Representing employers  
(Sd.) G. L. GOVIL,

Senior Personnel Officer.  
Representing workmen

(Sd.) K. B. CHOUGULE,

General Secretary,  
Nowrozabad Colliery Mazdoor  
Sangh.

I consent to act as Arbitrator.

(Sd.) F. Jeejeebhoy.

[No. 8/39/65-LR.II.]

New Delhi, the 26th April 1965

**S.O. 1388.**—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Ramagundam Division, Singareni Collieries Company, Limited Ramagundam, Godavari Khani P.O. (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Dr. Mir Siadat Ali Khan as the Presiding Officer, with Headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

Whether in view of the actual nature of work performed by Shri K. Rajesham from June 1962, the management of Singareni Collieries Company Limited was justified in designating him as Lorry Driver and paying him only category VIII wages? If not, to what relief is he entitled and from what date?"

[No. 7/10/65-LR.II.]

**S.O. 1389.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs Dhalbhumgarh Gravel Stone Company of Messrs I. B. Chakraborty and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the

Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

- (1) Whether the demand of the workmen for paid holidays on the 26th January and 15th August every year is justified? If so, to what relief are they entitled?
- (2) Whether the demand of the workmen for three months pay as annual bonus is justified? If so, to what relief are they entitled?
- (3) Whether the demands of the workmen for revision of wages, revision of rates for wagon loading and staking are justified? If so, to what relief are they entitled?

[No. 36/14/65-LR-I.]

**S.O. 1390.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Belampalli Division of Singareni Collieries Company, Limited, Belampalli P.O., (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Dr. Mir Siadat Ali Khan as the Presiding Officer, with Headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

Whether the management of the Singareni Collieries Company Limited was justified in suspending Shri V. Thirupathi Rao, Clerk for ten days from the 6th November, 1964? If not, to what relief is the workman entitled?

[No. 7/8/65-LR.II.]

H. C. MANGHANI, Under Secy.

*New Delhi, the 21st April, 1965.*

**S.O. 1391.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in respect of an industrial dispute between the employers in relation to the Indian Mercantile Insurance Company Limited and their workmen which was received by the Central Government on the 14th April, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY**

REFERENCE No. CGIT 52 of 1964

Indian Mercantile Insurance Co. Limited

AND

Their Workmen

PRESENT:

Shri Sallm M. Merchant, *Presiding Officer.*

#### APPEARANCES:

*For the employers.*—Shri M. N. Gagrati, Advocate, instructed by Shri S. B. Kher of Manlall Kher & Ambulal & Co., Solicitors.

*For the Workmen.*—Shri K. D. Kurup, Advocate assisted by Shri K. S. Pillai, General Insurance Employees' Union, Bombay.

*Bombay, dated 12th April, 1965*

**INDUSTRY: Banking**

**STATE: Maharashtra.**



## AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 17(2)/64 dated 5th May 1964 made in exercise of the powers conferred by clause (d) of the sub-section 1 of section 10 of the Industrial Disputes Act, 1947, (Act XIV of 1947), was pleased to refer the industrial dispute between the parties abovenamed in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

## SCHEDULE

"Keeping in view the terms of settlement dated the 8th November, 1962 between the Indian Mercantile Insurance Company Limited, Bombay, and their workmen, what should be (i) the scheme of medical aid to be provided by the company for the benefit of workmen, and (ii) improvements, if any, that are required to be made in the existing gratuity scheme?"

I am glad to state that at the hearing of this dispute on the second issue of the reference, viz., the one relating to improvements in the existing gratuity scheme, the parties were agreed that the existing gratuity scheme in force should be modified as follows:—

- (a) **In the event of death and disability.**—No change. The provision in the existing scheme of gratuity shall continue.
- (b) **In the event of voluntary retirement or resignation.**—On completion of 10 years service, but less than 15 years service, gratuity equivalent to half month's basic pay for each completed year of service and on completion of 15 years or over at the rate of 1 month's basic pay for each completed year of service, with a maximum of 15 months' basic pay.
- (c) **In the event of termination of service or retrenchment.**—Upto 15 years of continuous service, gratuity at the rate of 3/4 months basic pay and after 15 years and over of continuous service at the rate of 1 month's basic pay, with a maximum of 15 months' basic pay.

It is further agreed that in the case of an employee who has put in more than 30 years' continuous service prior to the date of the event entitling him to payment of gratuity, he will be paid an additional gratuity at the rate of half month's basic pay for each year of service exceeding 30 years' continuous service, subject to a maximum of 5 months' basic salary or Rs. 5,000/- whichever amount is less.

It is agreed that the basic pay for the computation of gratuity shall be the basic salary payable on the date the event entitling the payment of gratuity, occurs.

In the event of termination of service because of misconduct resulting in financial loss to the Company, the amount of gratuity shall be reduced by the amount of the financial loss so caused.

I, therefore, award accordingly. The only other point that remains to be determined with regard to issue No. 2 is the date from which the revised scheme of gratuity should come into force. Bearing in mind the provision of paragraph 21 of the memorandum of settlement between the parties dated 8th November 1962, I think the date from which the benefits of the scheme of gratuity as modified above should be made available to the workmen, should be the 1st of January 1962, and I award accordingly.

**Issue No. 1.**—What should be the Scheme of Medical Aid to be provided by the Company for the workmen:—

The history of the demand appears to be that under said agreement dated 8th November 1962, the question of medical aid was kept open for discussion between the parties. Accordingly, the company later forwarded a medical aid scheme—health scheme—to the Union for its consideration. The Union wanted time to consider the scheme and discussions between the parties appear to have taken place sometime in September 1963, and during proceedings before the Conciliation Officer the management clarified certain provisions of the scheme on which the Union wanted an explanation. The Union by its letter dated 7th November 1963 (Annexure H to Company's written statement) informed the company that it was agreeable to the scheme proposed by the company provided (i) it was made an all embracing scheme and (ii) the stipulation that the workmen

should bear the medical expenses upto Rs. 25/-, was deleted. The Union in that letter stated:—

“We welcome any medical aid scheme including the scheme offered by you provided it is all embracing and without such stipulation as in the present case, which we feel will not ease the difficulties of the employees in the matter of meeting the medical expenses.....we are agreeable to the scheme proposed by you without the stipulation limit of Rs. 25/- in the scheme.”

The company in its written statement in this reference has urged that the scheme of medical aid submitted by it, had been worked in other insurance and Industrial concerns and had not been found to be unsatisfactory. The Company's position was that the medical scheme formulated by it took into account a small contribution by the beneficiaries of the scheme because medical aid is never entirely the responsibility of the employer nor could the Employer provide for and meet the full cost of every kind of sickness which an employee may suffer from. However, certain modifications in the scheme proposed by the company which had been asked for by the Union were accepted by the management and certain diseases such as Jaundice, which were not originally included, were agreed to be included. Unfortunately, the parties difference of opinion on the provision in the company's proposed scheme that the workmen should bear all expenses of medical aid upto Rs. 25/- could not be resolved, resulting in the present reference.

The Union in its written statement of claim dated 2nd July 1964 has stated that when the memorandum of settlement dated 8th November 1962 was signed it was agreed that the question of medical aid would be mutually agreed to between the parties within 6 months' of the date of the signing of the settlement but the Company did not take any action to finalise the medical aid scheme within the stipulated period, and that the management had forwarded to the Union a draft medical scheme only in July 1963. The Union's grievance is that even then the full details of the scheme were not made known to the members of the staff and the Union, and it has annexed a copy of the medical scheme suggested by the company, as Annexure “C” to its written statement. The Union has pointed out that under that draft scheme the benefits were restricted to medical expenses incurred in excess of Rs. 25/- only and that the scheme does not provide for all types of sicknesses, accidents, and injuries, and such other contingencies. It has submitted that what the company had offered was a medical aid scheme by way of insurance policy and that the terms and conditions of the policy were supplied to the Union only a day prior to the date the conciliation proceedings commenced. It has repeated its objection to the clause in the draft scheme to the effect that medical expenses in excess of Rs. 25/- would be reimbursed subject to the maximum prescribed in the scheme and it has stated that that has reduced the scheme to a mere paper scheme as under it the majority of the workmen would not get any real benefit. It has stated that the Union's demand is for a free medical aid scheme and has in support referred to the schemes of free medical aid in the New India and the Newzealand Insurance Companies. The Union also objected to the medical aid scheme being restricted to certain specified illnesses. In para 8, of its statement, the Union has referred to the principle underlying the grant of free medical aid by the employer and has emphasised that such a scheme contributes to improved efficiency of the workmen. It has claimed that under modern concepts even members of the family of the worker are entitled to free medical aid from the employer company. It has stated that the scheme formulated by the company was not satisfactory and it has claimed medical aid as per Exhibit “D” of its statement, which is a comparative statement showing the medical aid schemes obtainable in general insurance companies in Bombay. I may, here pause and say that the Union's statement Exhibit “D”, does not give detailed particulars of the medical benefits schemes granted by the general insurance companies in Bombay listed therein.

At the hearing of the dispute, I induced the Company to modify the Scheme of medical aid which it had offered to the Union (Ex. C to the Union's written statement). Thereupon, the Company formulated and submitted for the consideration of the Union a medical aid Scheme to which the Union at first accorded its approval, but later rejected because of its objection to two clauses relating to

domiciliary treatment to which I shall refer presently. The modified Medical aid Scheme which the Company offers is as follows:—

### INDIAN MERCANTILE INSURANCE CO. LTD.

#### Medical Aid Scheme

BENEFITS	CLASS I Monthly Basic Pay plus dearness allowance (Rs. 450 to Rs. 749)	CLASS II Monthly Basic Pay plus dearness allowance (Rs. 200 to Rs. 449)	CLASS III Monthly Basic Pay plus dearness allowance (Rs. 200 Upto)
	Rs.	Rs.	Rs.
<b>I. Hospitalisation</b>			
(a) Room and Board . . . . .	Rs. 25/- per day upto Rs. 1,250/- in a year.	Rs. 15/- per day upto Rs. 750/- in a year.	Rs. 7.50 per day upto Rs. 375/- in a year.
(b) Fees of Surgeon(s) and Anaesthetists . . . . .	750	600	300
(c) Anaesthetis, Oxygen, Blood Transfusion, Operation Theatre & Surgical Appliances (excluding dentures and sun glasses) . . . . .	200	150	50
(d) Medicines and injection . . . . .	200	150	100
(e) Diagnostic Materials such as X-ray, Pathological Tests and EC4 . . . . .	100	75	40
(f) Fees of Med. Practitioners/Consultants/Specialists . . . . .	100	100	75
<b>II. Domiciliary Treatment</b> (for diseases in P.A. Pol. except cancer and cost of supply of dentures and spectacles).			
(a) Medicines, Injections and Diagnostic Materials . . . . .	50	50	50
(b) Fees of Medical Practitioners/Consultants/Specialists . . . . .	50	50	50
(c) Maximum limit in a year . . . . .	100	100	100
<b>III. Maximum in a year (All told) . . . . .</b>	<b>2,000</b>	<b>1,500</b>	<b>1,000</b>

NOTE. :—The employees to contribute at the following rates towards the Medical Aid Scheme.

CLASS I AS ABOVE	CLASS II AS ABOVE	CLASS III AS ABOVE
Rs. 2.00 per month	Rs. 1.00 per month	Rs. 0.50 paise per month

to be deducted each month from their pay.

It will be noticed that the Scheme is divided into two parts (I) Hospitalisation treatment and (II) Domiciliary treatment. It divides the employees into three classes on the basis of their monthly pay and dearness allowance. The third

group consists of those drawing pay (basic pay and dearness allowance) upto Rs. 200/-; the second group of those drawing pay (basic pay and dearness allowance) of Rs. 200/- to 449/-; and the first group of those drawing pay (basic+dearness allowance) of Rs. 450/- to Rs. 749/- per month. Under the Scheme, the lowest group was entitled to the maximum benefit of medical aid limited to Rs. 1000/- in the year; the second group to Rs. 1,500/- in the year and the first group to Rs. 2,000/- per year. It was at my suggestion that both the Company and the Union agreed to the workmen making a small monthly contribution to the medical aid Scheme, the contribution being 50 naye paise, one rupee, and two rupees per month by the Class III, II and I employees, respectively.

As I have stated earlier, the Union, when this revised scheme was presented at the hearing of the dispute had expressed its approval to the Scheme, but at a later stage it rejected the entire Scheme, because it felt that the provision under clauses (a) and (b) under the Domiciliary Treatment part of the Scheme, which limits the costs of (a) medicines, injections and diagnostic materials at Rs. 50/- per month and (b) Fees of Medical Practitioners consultants/specialists to Rs. 50/- per month with under clause (c), a maximum limit of the domiciliary treatment being fixed at Rs. 100/- per year for each of the 3 classes of employees. The Union's main ground for objecting to these provisions, (and it is solely on this ground that the Union rejects the entire Scheme) is that in the earlier Scheme suggested by the Company, the maximum limit per year for these items was higher. The Company, however, points out that the earlier scheme did not cover as many types of diseases, accidents and injuries as are covered by the present Scheme and that the earlier Scheme had provided that the aid would be restricted to medical expenses incurred in excess of the first Rs. 25/-, which would have to be borne by the employee, to which the Union had objected so strongly, and it was because of this opposition that that clause had been deleted from the new Scheme.

Having rejected the Company's new Scheme also, the Union urged that I should award the workmen the benefit of free medical aid restricted to Rs. 75/- per year per worker. The details of this scheme have not been formulated by the Union in its written statement. The only thing that the Union has done is to file a statement "D" which mentions a list of the Insurance Companies who grant free medical aid to their workmen and in that list certain general insurance companies in Bombay are shown as providing medical aid of Rs. 75/- per year per employee, but details of the Scheme under which such provisions are made have not been given. In the written statement of the Union also no claim for a Scheme for medical aid payment upto Rs. 75/- per year had been urged or specified.

The Company has opposed any Scheme of cash payments, firstly on the ground that it is likely to lead to all sorts of malpractices and secondly because such a scheme would not provide a real good system of medical aid. The Company has argued that in any case the Union had not in its written statement made a demand for medical aid of cash payment upto Rs. 75/- per worker per year and that it had not made out a case for such a scheme. It has, without prejudice, further urged that if cash benefit were to be awarded, it should be limited to cash payment of Rs. 50/- per year per worker.

I am inclined to agree with the objections urged by the management against any Scheme of cash payment by way of medical aid, because it would leave room for malpractices and the Company would not be able to check on the correctness of the claims made. It is also true that the Union has not in its written statement made a claim for medical aid for a cash payment of Rs. 75/- per year per worker and the Union's statement Exhibit "D", which refers to such Schemes in other companies, does not contain any details thereof. Therefore, I would hold that the Unions have not made out a case for grant of a Scheme of medical aid based on cash payments limited to Rs. 75/- per year per worker.

Therefore, the alternative to rejecting the Union's demanded Scheme of Rs. 75/- per worker per year would be to consider whether the Company's Scheme of medical aid as reproduced above, should not be awarded. I am definitely of the opinion that this Scheme provides a much better benefit by way of medical aid to the workmen than what they would be under the system of cash payment which the Union had demanded at the hearing, after rejecting this Scheme.

The benefits of this Scheme are obvious, as it provides for both surgical and domiciliary treatment and the monetary limit per year for each of the three

classes of employee is as high as Rs. 1,000/-, Rs. 1,500/- and Rs. 2,000/- respectively whilst the limit under the Union's claim would be only Rs. 75/- per year of course the main attraction to the workmen being the payment in cash. I do not consider the objection of the Union to the Scheme offered by the Company as just or reasonable. From an objective point of view, I find it difficult to understand how the Union's demanded Scheme of Rs. 75/- per year per worker can be considered as providing better medical relief to the workmen than the Scheme offered by the Company. The provision for a monthly contribution by the workmen to the Scheme is nominal, and the benefits which the workmen secure for themselves by making these small payments so substantial that I have no hesitation in holding that the Company's Scheme is in the real interest of the workmen.

The Union having rejected the Scheme offered by the Company and having failed to make out a case for the scheme demanded by it at the hearing, the demand made by the Union would be liable to be rejected. But I do not want to take this view, which would deprive the workmen of the benefit of a Scheme of medical aid which I am convinced is in their real interest and which the officers of the Company who appeared before me have supported with justified enthusiasm.

I, therefore, award that the Scheme of Medical Aid offered by the Company as reproduced above in Para of this Award shall come into force with effect from the first day of the month next after the date on which this Award becomes enforceable.

No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

[No. 70(2)/64-LRIV.]

*New Delhi, the 22nd April 1965*

**S.O. 1392.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in respect of an industrial dispute between the management of the National Insurance Company Limited and their workmen which was received by the Central Government on the 19th April, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
DHANBAD**

In the matter of a Reference under Section 10(1) (d) of the Industrial Disputes Act, 1947 (XIV of 47).

REFERENCE NO. 92 OF 1963

**PARTIES:**

Employers in relation to the National Insurance Co. Ltd. Calcutta.

AND

Their workmen.

**PRESENT:**

Shri Raj Kishore Prasad, M.A., B.L.,—*Presiding Officer.*

**APPEARANCES:**

*For the Employers.*—Sarvashree K. K. Mitra, R. S. Agarwal, and D. Prakash.

*For the Workmen.*—Sarvashree D. L. Sen Gupta, Advocate, Ajoy Das Gupta, President, Bhupendra Chandra Das, Vice President, P. P. Ravindranathan, General Secretary, of General Insurance Employees' Association.

STATE: West Bengal.

INDUSTRY: Insurance.

*Dhanbad, dated the 3rd February, 1965*

**AWARD**

Ministry of Labour and Employment, Government of India, by its Order No. 70/11/62-LRIV dated the 22nd June, 1962, referred an industrial dispute

existing between the employers in relation to the National Insurance Co. Ltd., and their workmen to the Central Government Industrial Tribunal at Calcutta where it was received on 23rd August, 1962, and numbered as Reference No. 27 of 1962.

2. During the pendency of the reference before the Calcutta Tribunal, the workmen filed their written statement on 23rd July, 1962 and the Company also filed its reply to the statement of the Union on 27th August, 1962. Subsequently, on 22nd October, 1963 the Ministry of Labour and Employment withdrew the proceeding in relation to the said dispute and transferred the same to this Tribunal with the direction to proceed with the said proceeding from the stage at which it was transferred to this Tribunal and dispose of it in accordance with law. It was received on 30th November, 1963, by this Tribunal and then it was registered as Reference No. 92 of 1963.

3. The industrial dispute was referred under Section 10(1)(d) of the Industrial Disputes Act for adjudication. The items of dispute referred for adjudication and mentioned in the schedule to the attached order of reference are these:

- "1. To what extent, if any, the demand of the workmen for the revision of their scales of pay is justified?
2. To what extent, if any, the demand of the workmen for the enhancement of the rates of dearness allowance is justified?
3. Whether the demand for the merger of the dearness allowance with the basic pay of the workmen is justified? If so, to what extent?
4. What medical facilities the employer should be required to provide for the workmen?
5. Whether the demand of the workmen for payment of subsistence allowance during the period of suspension is justified and if so, at what rates should the subsistence allowance be paid?"

4. The case was fixed for hearing on 13th April, 1964, at Calcutta. Sarvashtree K. K. Mitra, Advocate, D. Prakash and R. S. Aggarwal appeared for the Company and Sarvashtree D. L. Sen Gupta, Advocate, N. P., Ajoy Das Gupta, President; B. C. Das, Vice-President, and P. P. Ravindranathan, General Secretary, General Insurance Employees Association (hereinafter referred to as the 'Union') appeared for the concerned employees of the company.

5. On the above date both the parties filed a joint petition for time for one month's adjournment to compromise their disputes amicably and, accordingly, at the request of both parties, the case was adjourned to 13th May, 1964, for filing a compromise petition. The matter, however, was not compromised and ultimately the case was fixed for final hearing on 26th October, 1964, at Calcutta, on which date parties were represented by Sarvashtree D. Prakash and R. S. Aggarwal for the Company and Sarvashtree P. P. Ravindranathan and Ajoy Das Gupta for the workmen. The case was, accordingly, heard on 26th October, 1964, at Calcutta, and, subsequently, as the hearing could not be concluded on 29th October, 1964, at the request of both the parties, the part-heard case was fixed for further hearing at Patna on 17th November, 1964, as I went on tour to Dibrugarh from Calcutta. At Patna it was heard on 17th November, 1964, 18th November, 1964, 20th November, 1964, 21st November, 1964, 23rd November, 1964, and 24th November, 1964, when the hearing was concluded and award was reserved.

6. Both the parties filed documents which, with mutual consent, were taken in evidence. The documents filed by the management were marked Exhibits M to M. 23 and the documents filed on behalf of the employees were marked Exhibits W. to W. 55. Both the parties examined one witness on each side. Sri P. P. Ravindranathan was examined as W.W. 1, on behalf of the employees, and Sri R. S. Aggarwal was examined as M.W. 1 on behalf of the company.

7. I will mention the case of the parties on each of the five items of dispute when deciding those items for the sake of convenience, instead of stating the case of each party at one place.

8. Before, however, I proceed to decide the issue involved, I want to mention here the admitted facts with dates:

#### *Facts with Dates*

10th June, 1955.—Agreement between the parties Exhibit W. 28(a).

14th August, 1961.—Charter of Demands—Exhibit W. 5 read with Exhibit W. 5(a)—presented on 14th August, 1961, to the President, Board of Directors of the Company, by the Union.

2nd April, 1962.—Charter of Demands submitted to the Conciliation Officer on 2nd April, 1962, by the Union.

21st May, 1962.—Failure Report of the Conciliation Officer.

22nd June, 1962.—Reference to the Calcutta Tribunal.

28th June, 1962.—Reference received in Calcutta—Reference 27 of 62.

22nd October, 1963.—Reference transferred to Dhanbad Tribunal.

30th November, 1963.—Received at Dhanbad—Reference No. 92 of 1963.

*Issue No. 1—*

“To what extent if any, the demand of the Workmen for the revision of scales of pay is justified?”

*A. Category of Staff:*

At present the company has got two grades of employees, namely, Clerical Staff and Subordinate Staff.

The charter of demands presented by the workmen on 14th August, 1961, is contained in Exhibit W. 5 and the terms of the demand are mentioned in Exhibit W.5(a). From the said charter of demands, Exhibit W.5(a), the Union has classified the employees into 5 grades, namely, Grade A, Grade B, Grade C, Grade D, and Grade E and mentioned therein the scales of pay which each grade should get.

M.W. 1, Sri R. S. Agarwal, Secretary of the Company, stated, at page 2, that taking into consideration the nature of work and responsibility of each class of work the employees can be divided into 9 or 10 categories, which have been mentioned in Exhibit M. 18, which is a notice dated 10th October, 1964 given by the Company to the employees of the company. In Exhibit M. 18 the company suggested that its employees accept the revised composite J. K. grades and Dearness Allowance scheme and, at page 4, in para 4, the different posts with their grades and pay scales and dearness allowance are mentioned.

In course of the argument, I observed that the existing two grades of staff in the Company do not appear to be reasonable and proper, and, therefore, there should be more grades having regard to the nature of the work and that the five grades suggested by the Union appear to be more reasonable and more proper and equitable. The company did not appear to have any serious objection to having more than two grade.

10. I think, therefore, taking into consideration the nature of the work and the responsibility of each class of the employees, they should be divided, as suggested by the Union, at least into 5 grades as given below:

*Grade A.*—Senior supervisory staff variously termed as Superintendents and Assistant Superintendents, Branch Accountants and Junior Accountants, Heads of Departments and other Senior Assistants.

*Grade B.*—Junior Supervisory Staff variously termed as Higher Grade Assistants, Special Assistants, Senior Assistants, Head Typists, Sectional Heads, Head Cashiers and Senior Cashiers, Head Clerks, Stenographers and other Senior Assistants.

*Grade C.*—Assistants, Telephone Operators, Typists, Receiving and Paying Cashiers, Mechanics, Electricians and other Clerks not included in Grade A and B.

*Grade D.*—Motor Drivers, Truck Drivers and other Vehicle Drivers who are entitled to higher salaries and as such entitled to be placed under a separate category.

*Grade E.*—Subordinate Staff, just like, Pcons, Sepoys Chaprasis, Daftries, Head Peons, Sweepers, etc.

The above classifications of the employees are as given in the charter of demands Exhibits W.5(a) as they appear to be very reasonable and proper and, in my opinion, they need not be changed and should be accepted.

*B. Financial Capacity:*

11. Before deciding the question, if the existing scales of wages require any revision, and if so, to what extent, it is necessary first to determine the financial capacity of the company in order to find out if the company will be able to

shoulder the additional financial burden due to the increase in the existing wages, etc.

12. It was very seriously contended, on behalf of the Company, that it has no financial capacity to pay any increase in Wages or Dearness Allowance. It was further contended that the question of financial capacity of the company cannot be considered in isolation as it is a general issue which must be tried by a National Tribunal. I confess I have not been able to appreciate this latter argument. In deciding the question of financial capacity of a company it is not necessary to have a National Tribunal because that question is an individual question concerning the particular company whose employees ask for increase in their wages and dearness allowance.

13. It was contended on behalf of the company that the Life Insurance Corporation should not be taken as a basis because it is doing Life whereas the present company is doing General Insurance. I think this contention is correct and, therefore, I am not taking into consideration the Life Insurance Company.

14. On the question of financial capacity, the company has filed its Balance Sheets and Profit and Loss Accounts for the years 1954 to 1963, which have been marked Exhibits M. to M. 9. From these documents, it appears that the company had profits from 1957 to 1959 and in 1961, 1962 and 1963, but it had loss in 1955, 1956 and 1960. It was contended that in the years prior to 1955 when there was a combined balance sheet both for Life and General, there was no doubt profit but it is not relevant for ascertaining the profit of General. It was further urged that in 1954 there was loss of Rs. 28,000 in General but profit in Life. It was, therefore, contended on behalf of the company that it is in a highly fluid and unstable and precarious position in that, it was started in 1906 with Life business, but it started General in 1949 and Life was taken over by Life Insurance Corporation in 1956, as will appear also from paras 7 and 8 of the written statement of the Union. It was further argued that, as will appear from Exhibit M.11, dividend was declared at 6 per cent in 1962 after 10 years, although in 1961 also dividend was paid at 4 per cent and never before.

15. It was, therefore, urged that simply because there was sufficient profit in one year or the fact that wages were fixed long ago was not a ground for revising wage scales and unless capacity and stability are both established no increase in wages should be allowed and as such the existing wages were very fair and should be maintained.

16. It was also argued that the demand of the employees is too elastic, but the company cannot increase premium rate which is controlled by Tariff Commission, and, therefore, the company cannot pass on the increase in wages to the customers and on this ground also there should be no increase in wages.

17. In reply to the above contentions on behalf of the company, it was argued by the workmen that the company is a very flourishing one and has sound financial position in the share market and its premium income has doubled its profit is 3 or 4 times more as compared to 1956 and it has given its officers increment of Rs. 200 to Rs. 300 or Rs. 500 in spite of the fact that the present Reference was pending here as admitted by M.W.1. It was further argued that if the company has no financial capacity to pay increased wages to the poor employees how is it that it is giving M.W.1, the Secretary of the Company, Rs. 2,075 per month in all; Sri R. K. Gupta, Secretary to the President of the Company, more than Rs. 2,000 a month as his salary and the Manager, who is admittedly above in status as admitted by M.W.1, more although his salary was not disclosed by M.W.1. It was, therefore, contended on behalf of the workmen that really it is amazing that the company should have financial capacity to pay top officers of the company but it should have no money to pay the poor employees of the company on whom depends the prosperity of the company.

18. On behalf of the workmen, in this connection, reliance was placed on Exhibit W.43, which shows that the paid-up-value of this company, as will appear from the official report dated 12th November, 1964, Exhibit W.43, is Rs. 100 and its market value is Rs. 200 on the basis of the business done on 28th July, 1963 and this means, so ran the argument, that the company is very prosperous. It was also argued that payment of dividend is no indication of prosperity, because, as will appear from Exhibit W.43, which shows, for example, that Concord of India paid-up-value was 5 and market value was 9.75 only but its dividend was 20. Same was the case with Ruby General and Hercules. It was, therefore, strongly urged, on the basis of Exhibit W. 43 that this National Insurance Company is a very prosperous company.



19. Reliance was also placed on Exhibit M.13(5) to show that premium income of this company is more than double since 1956, in that, in 1956 gross direct premium in India was Rs. 21,65,445 whereas in 1962 it was Rs. 48,80,353 which shows thereby great prosperity and elasticity and increased financial capacity, and Exhibit M.13(5) further shows that in 1962 the expenses exceeded the limit of gross premium by 3.64 per cent and the percentage of salaries in India is 43.92 which would mean that 42.28 per cent of 1962 premium could be spent over its employees.

20. Exhibit M. 51 is a chart showing the actual profits of the company during the year 1957 to 1963 prepare on the basis of Balance Sheets and Profit and Loss Accounts for the year 1957, (Exhibit M.3), 1958 (Exhibit M.4), 1959 (Exhibit M.5), 1960 (Exhibit M.6), 1961 (Exhibit M.7), 1962 (Exhibit M.8), and 1963 (Exhibit M.9). This was the position on 23rd November, 1964. It was objected to on behalf of the company, but it was contended on behalf of the workmen that it does not contain any new point of fact in that it is only a compilation on the basis of Exhibits M.3 to M.9. This contention of the Union is correct.

21. With reference to Exhibit M.3, Balance Sheet and Profit and Loss Account for the year 1957, it was contended that under the head *Reserve for Bad Debts* Rs. 80,357.25 and under the head *Devaluation in Indonesian Currency* Rs. 7,752.99 are shown, but it was contended they should be added back because they are not really expenses as such. In this connection, it was further contended that debt, if irrecoverable, is a bad debt and it can be charged to *Reserve for Bad Debt* but it is only a manipulation of a hypothetical amount to keep it in *Reserve for Bad Debts* if, and when occasion arises in future, and, therefore, as shown in Exhibit W.51 if these two figure, namely, Rs. 80,357.25 under *Reserve for Bad Debts* and Rs. 7,752 under *Devaluation in Indonesian Currency* are added back to the net profits shown therein at Rs. 71,835.82 Np. then the actual profits would be Rs. 1,59,944. Likewise, in Exhibit M. 7, which is the Balance Sheet and Profit and Loss Account for 1961, under *Reserve for Bad and Doubtful Debts* Rs. 3,500 has been shown and a further sum of Rs. 3,617.71 under *Bad Debts* has been shown, and therefore, it was contended in this particular case, Rs. 3,617.71 represents the actual bad debts for which there is a chance and, therefore, this amount has not been added back by the Union in Exhibit W.51 but there is no reason why the amount of Rs. 3,500 shown under *Reserve for Bad Debts and Doubtful Debts* should not be added back to income and if that is added to Rs. 1,75,792.15, the net profit shown therein in 1961, the actual profits for that year would be Rs. 1,79,292.

22. It was, therefore, argued that Exhibit W.51 gives actual profits based on Exhibits M.3 to M.9 for the years 1957 to 1963 and that should be accepted. There appears to be some force in the contention of the Union that only when there has been actual bad debts or there is actually a chance for bad debts that that amount cannot be added to income but a hypothetical and imaginary amount cannot be reserved for bad debts or doubtful debts if and when occasion arises in future and this should certainly amount to manipulation of a hypothetical amount, as rightly contended by the Union.

23. I would, therefore, accept the figures given in Exhibit W.51 as representing the actual profits of the company during the years 1957 to 1963 based on Exhibits M.3 to M.9.

24. It was then contended relying on Exhibit M.14, which is a statement to show increase in expenditure with the increase in premium, that the sum of Rs. 1,50,000 shown as amount paid as dividend in the year 1962 comes to 6 per cent of 25 lakhs paid up capital including 10 lakhs capitalised without cash payment, Rs. 25 lakhs as mentioned in Exhibit M.8 represent 15,000 shares of 100 each fully paid in cash and 10,000 shares of 100 each issued as fully paid up by capitalisation of part of compensation money received from L.I.C. in India. If this was not done, then this Rs. 1,50,000 dividend would have amounted to 10 per cent or 15 lakhs capital paid up in cash, and, therefore, it was argued that this shows how and why less dividend was paid.

25. Reliance was also placed on para 4 of the Award of Sri A. Das Gupta, Presiding Officer, in Reference No. 6 of 1958 of National Insurance Company dated 30th September, 1958, in order to show that Life business has no capital of its own.

26. Exhibit W. 52, gives in the form of a chart the financial stability of the company. It shows capital subscribed by shareholders to be 15 lakhs and it further shows on the basis of Exhibit M.9, which is the Balance Sheet and Profits and Loss account for 1963, the funds created in 1963 at Rs. 59,50,171 as against an investment of Rs. 15 lakhs capital subscribed by shareholders.

27. Relying on the above facts, therefore, it was argued that the company had sound footing in share market, its premium income has doubled, its profit is also 3 or 4 times more as compared to 1956, and it is giving its officers increment of Rs. 200, 300 and 500 per month as admitted by M.W.1 in spite of the fact that the present reference was pending here and as such financial position and capacity of the company was sound and stable.

28. After consideration of the above documents and the arguments of both sides, it appears to me that the argument of the Union is well founded. I confess I am not able to understand how it could be urged by the company, as it was done, that it had no financial capacity to give any increase, and to accept the demands of the union to any extent at all, in giving any increase whatsoever in the wages of Dearness Allowance as its financial capacity was unable to bear when it was admitted by its Secretary M.W.1 that the Secretary to the President was getting Rs. 2,000 per month, its Manager was getting more than Rs. 3,000 a month and other officers were getting more than Rs. 2,000 a month. If the company has financial capacity to pay its top officers such high salaries, can it not be inferred therefrom that the financial capacity is sound and stable and, therefore, it pays such a high salary to its top officers and as such if there is any increase in the wages of the employees it will have no extra burden on its financial liability.

29. For these reasons and for the reasons given above, as urged by the Union, I, therefore, hold that the company has got financial capacity to bear the burden of the increase in the wages and the Dearness Allowance and any other matters which would be covered under this award, and, therefore, I reject the contention of the management that it has no financial capacity at all to bear any additional financial burden.

#### C. Scales of Pay:

30. At present the company admittedly is paying the following scales of pay to its two grades of employees:

##### Clerical Staff:

Rs. 80—5—100—7—135—10—165—EB—10—205—15—270—EB—15—280.

##### Subordinate Staff:

Rs. 35—2—47—3—80.

31. The scales of pay for the five grades of the employees mentioned in the Charter of demands Exhibit W.5(a) are as below:

"Grade A: Rs. 120—5/6—150—8/7—192—8/6—240 in 19 years.

Grade B: 180—6/2—192—8/6—240—10/3—270 in 11 years.

Grade C: 200—10/4—240—15/10—390—20/4—470 in 18 years.

Grade D: 275—15/5—350—20/5—450—25/5—575 in 15 years.

Grade E: 350—30/6—530—40/4—690 in 10 years."

In para 29 of the written statement of the Union also the same scales have been incorporated and re-stated there.

#### D. If Revision of Existing Wage Scales is necessary:

32. It is admitted by both sides that the present existing scale of wages is as a result of the Agreement dated 10th June, 1955 Exhibit W.28(a) to which both the company and the workmen were parties. The case of the management, therefore, was that that being the position the employees are bound by the said Agreement and as such they cannot go behind it and ask for revision of the existing scale of wages.

33. In reply, however, it was contended on behalf of the Union that the said agreement Exhibit W.28 (a) has been terminated by Exhibits W.3 and W.4 and as such the said agreement is no longer binding on the employees and there is as such no bar to the revision of the existing scale of wages.

34. Exhibit W. 3—Is a letter sent by the Secretary of the Union to the Manager of the Company informing the intention of the Union to terminate the agreement dated 10th June, 1955 and informing that the said termination will come into effect after a lapse of two months from the day of the receipt of the notice.

35. Exhibit W.4.—is a similar notice sent on 5th June, 1961 sent by the Secretary of the Union informing that the Award of this Tribunal dated 18th February, 1959 in Reference No. 54 of 1958 (Exhibit M.40 in this case) is terminated as the

terms of the said Award have become unsuitable and inconvenient to the employees concerned and, therefore, the said termination will come into effect after lapse of two months from the date of the receipt of the notice thereof.

36. W.W.1 Shri P.P. Ravindranathan, General Secretary of the General Insurance Employees' Association, Calcutta, stated, at page 2, that the Company never raised any objection regarding the termination of the existing awards and settlements. On the face of Exhibits W.3 and W.4, therefore, the stand of the company that the original Agreement of 1955 Exhibit W.28(a) still stands cannot be maintained. In this view of the matter, the original agreement of 1955 does not debar the consideration of the charter of demands presented by the Union on 14th August, 1961 Exhibit W.5 is the forwarding letter and Exhibit W.5(a) is the charter of demands sent by the Union to the President, Board of Directors of the company.

37. The stand of the Company, however, was that the existing scale was quite sufficient and did not require any revision and further that it was beyond the financial capacity of the Company to bear any increase in the said wages.

38. The crucial question is, whether a revision of the existing scales of wages fixed as a result of the agreement in 1955 is called for. On this question it was contended on behalf of the Union that cost of living has very much increased since 1955 and, therefore, the existing scales of wages are unsuitable and inconvenient to the employees concerned.

39. To support their contention the employees have filed *Exhibit W. 32*, which is Consumer Price Index Numbers for the years 1955 to July 1964, reproduced from Indian Law Journal, Vol. V, September 1964, No. 9. *Exhibit W. 32* shows that the base shifted to 1949=100 and on that basis the Food Index in 1955 was 92 and the General Index was 96, but, in July 1964, Food Index was 157 and the General Index was 154.

40. Another chart supplied by the Union was *Exhibit W. 33*, which is *Middle Class Cost of Living Index Number for Calcutta* published by Capital. This chart is for all the 12 months for the years 1955 to 1964 and it shows that in January 1955 Living Index was 388 and in June 1955 it was 391, but in August 1964 it has gone up to 524.

41. It was contended, relying on *Exhibit W. 33*, that that the average cost of living for middle class for the 11 months in 1963, was 403, base year being 1939=100 and average cost of living for the 12 months in 1963 was 448.8, base year being the same year 1939=100 and, therefore, there was a rise of 45 points in the cost of living according to the cost of living published by the West Bengal Government, and, as such, there can be no doubt that in view of the rise in the cost of living a revision of the existing scale of wages was imperative.

42. It was further urged, on behalf of the employees, that the circumstances due to which Agreement of 1955 *Exhibit W. 28(a)* was arrived at, and Award dated 18th February 1959 *Exhibit W. 40* was made, are not given in either of them nor the reasons or grounds thereof are given and, therefore, this Tribunal should consider *de novo* as an original court wages to be given and in doing so it should take into consideration the fact that the premium has increased, the profit has increased, the cost of living index has increased, and as such considered from any point of view the circumstances of this case justify a revision of the existing scales of wages.

43. In this connection, the Union referred to *Exhibit W. 37*, which is a chart giving a comparative statement of growth of the National Insurance Co. Ltd., between the year 1956 to 1963, in which in thousands of rupees the total net premium between the year 1956 and 1963 is given. The total net premium shown in *Exhibit W. 37* is as below:

1956	33.16
1957	34.77
1958	41.11
1959	48.67
1960	52.96
1961	64.68
1962	65.20
1963	81.51

44. The above figures which have not been challenged by the company do show the prosperity and the gradual and steady growth of this Company. The fact that its total net premium from 33.16 in 1956 went upto 81.61 in 1963 is a definite indication of its stability and prosperity. *Exhibit W. 37* does support the contention of the Union that the premium has increased.

45. On a consideration of the arguments of both sides and on the admitted facts (i) that there has been a steep rise in the cost of staple food crops, and, (ii) that the cost of living index has also increased, there can be no doubt, in my opinion, that the existing rates of wages call for a revision, and, therefore, they should be revised, on the evidence on record and according to the circumstances of the case taking into consideration the financial capacity of the Company.

46. If the wages are revised what would be the total pay packet although the figures thereof were asked for from both parties, were not furnished by any of them. I am, however, of the opinion, that the increased wages, including of course Dearness Allowance, etc., will not be beyond the financial capacity of the Company.

#### E. Comparable Concerns:

47. It was contended, on behalf of the Company, that wages are fixed on industry-cum-region basis and the Tribunal would be wrong if it took into account for comparison industrial concerns which were entirely dissimilar to the Company under consideration.

48. In the above connection, Wanchoo, J. of the Supreme Court speaking for the Court, in *French Motor Car Company Vs. Their workmen*, 1962 I.L.L.J. 744, at page 747, made certain observations on a consideration of the previous decisions of the Supreme Court, which can appropriately be read here:

"It is now well settled that the principle of industry-cum-region has to be applied by an industrial court, when it proceeds to consider questions like wage-structure, dearness allowance, and similar conditions of service. In applying that principle, industrial courts have to compare wage scales prevailing in similar concerns in the region with which it is dealing, and generally speaking, similar concerns would be those in the same line of business as the concern with respect to which the dispute is under consideration. Further, even in the same line of business, it would not be proper to compare (for example) a small struggling concern with a large flourishing concern. In *Williamsons India (Private) Ltd. V. The Workmen* 1962 I.L.L.J. 302, this Court had to consider this aspect of the matter, where *Williamsons (P) Ltd.* was compared by the Tribunal with *Gillanders Arbuthnot and Company* for purposes of wage fixation, and it was observed that the extent of the business carried on by the concerns, the capital invested by them, the profits made by them, the nature of the business carried on by them, their standing, the strength of their labour force, the presence or absence and the extent of reserves, the dividends declared by them and the prospects about the future of their business and other relevant factors have to be borne in mind for the purpose of comparison. These observations were made to show how comparison should be made, even in the same line of business and were intended to lay down that a small concern cannot be compared even in the same line of business with a large concern. Thus where there is a large disparity between the two concerns in the same business it would not be safe to fix the same wage structure as in the large concerns without any other consideration. The question whether there is a large disparity between two concerns, is, however, always a question of fact and it is not necessary for the purposes of comparison that the two concerns must be exactly equal in all respects. All that the Tribunal has to see is that the disparity is not so large as to make the comparison unreal. In *Novex Dry Cleaners V. Workmen* (1962 I.L.L.J. 271) this Court pointed out that it would not be safe to compare a comparatively small concern with a large concern in the same line of business and impose a wage-structure prevailing in the large concern as a rule of thumb without considering the standing, the extent of labour force, the extent of business and the extent of profits made by the two concerns over a number of years."

49. Bearing the above principles in mind, let us now examine the evidence in the present case to find out if there are similar comparable concerns in the same line of business as the present which could be compared with the company in question.

50. On behalf of the workmen, Exhibits W. 17 to W. 28 and Exhibit W. 48 to Exhibit W. 50, which were Memorandum of Settlements of other companies were filed in order to show that they were of similar concerns. The company, however, did not admit that the other companies whose memorandum of settlements were filed were of similar concerns. In this connection, reliance was placed by the Company on the evidence of Sri P. P. Ravindranathan, General Secretary of the

Union, W.W. 1, who stated at pages 11 and 12 that the Head Offices of the Companies mentioned in Exhibits W. 17 to W. 20 and W. 21(a) to W. 23 and W. 28 are in Bombay and of W. 24 in Madras and of W. 26 was Foreign and, therefore, they could not be similar concerns and, as such, they are not cross-sections. This objection of the Company is correct and must prevail and, therefore, the aforesaid companies are excluded from being taken into consideration.

51. It was, however, conceded by the company that three Companies, namely, Hercules Insurance (*Exhibit W. 21*), (2) General Insurance Society, Calcutta (*Exhibit W. 25*), and, (3) Indian Trade and General Insurance, Calcutta, (*Exhibit W. 27*) had their Head Offices in Calcutta and they could be considered to be similar concerns as only these three companies were operating in Calcutta, but it was argued by the Company that even these three companies were not similar concerns, because, as will appear from *Exhibit W. 34*, which is a comparative statement of wages, and no details in respect of these three companies and their categories have been given, and, therefore, *Exhibits W. 21, W. 25 and W. 27* even could be no basis for comparison as they were not of similar concerns although operating in the same region in Calcutta.

52. It was further argued that likewise *Exhibit W. 25*, which is a comparative statement of premium income of the various General Insurance Companies including of the aforesaid three Companies covered by *Exhibits W. 21, W. 25, and W. 27*, and, also *Exhibit W. 38*, which was a comparative statement of growth of the company under consideration between the years 1956 to 1963, as also *Exhibit W. 36*, which gave the paid-up-value, market-price and business done of the companies as published in the official report dated 27th April 1963, were not the basis.

53. On the question of premium income, it was argued that from premium point of view *Indian Trade and General Insurance Co. Exhibit W. 27* and *Hercules W. 21* have higher premium income than the National Insurance, with which we are concerned, although lower premium income than that of the General Assurance Society *Exhibit W. 25*. Therefore, so ran the argument, neither *Indian Trade and General Insurance Company Exhibit W. 27* nor *Hercules (Exhibit W. 21)* nor *General Insurance (Exhibit W. 25)* could be any basis for comparison with the present company.

54. It was, therefore, contended that even supposing that there was no comparable concern, then in such a situation what is to be done is indicated in *Groaves Cotton and Company Ltd. Vs. Their Workmen* 1964 I.L.L.J., 342, and that principle should be followed. In this case, it was contended on behalf of the company before the Supreme Court that the Tribunal had gone wrong in applying industry-cum-region formula which is the basis for fixing the wages and Dearness Allowance and has made comparison with concerns which are not comparable, and, further, that the Tribunal has relied more on the region aspect and not on the industry aspect when dealing with the clerical and subordinate staff. *Wanchoo J.*, after consideration of the earlier decisions of the Supreme Court, including the case of *French Motor Car Company's case* 1962 II. L.L.J. 744, referred to before, at page 346, observed:

"The principle, therefore, which emerges from these two decisions is that in applying the industry-cum-region formula for fixing wage scales the tribunal should lay stress on the industry part of the formula if there are a large number of concerns in the same region carrying on the same industry; in such a case in order that production cost may not be unequal and there may be equal competition, wages should generally be fixed on the basis of the comparable industries, namely, industries of the same kind. But where the number of industries of the same kind in a particular region is small, it is the region part of the industry-cum-region formula which assumes importance particularly in the case of clerical and subordinate staff, for as pointed out in the *French Motor Car Co's case* (1962 II. L.L.J. 744) there is not much difference in the work of this class of employees in different industries."

55. It was then argued, on behalf of the company, that the General Insurance *Exhibit W. 25* may be similar because its premium income is not more than that of the National Insurance Company, rather less, but one single unit is not enough and as such this General Insurance Company *Exhibit W. 25* also is not a comparable concern.

56. It was argued that the Union has suppressed names and figures of other companies of Calcutta, as will appear from the evidence of W.W. 1, at pages 5 and 6, which have got registered offices in Calcutta, because W.W. 1 admitted, at page 6, that he could not say how many Insurance Companies have their registered offices in Calcutta but he said that about 80 companies are Indian out of which

two are Foreign, and the rest are allied establishments and, therefore, on the evidence of W.W. 1 there are 14 companies which have got registered offices in Calcutta but their names have not been given by the Union.

57. It was also argued by the company that the Union has neither named other companies nor filed their Profit and Loss Account or other documents to show their positions.

58. On behalf of the Union, however, it was more or less conceded that *Hercules Insurance* Exhibit W. 21 should be accepted as the basis for fixing wages, Dearness Allowance, etc., as demanded by the Union and that Exhibit W. 21 should be read with Exhibit W. 34 which gives all the details of the *Hercules Insurance Company* also. It was argued that the existing scale is no doubt more than that of *Hercules*, as will appear from Exhibit W. 34, but the total packet of wages is less than that of *Hercules*, although otherwise it is comparable and further that *Hercules* is an Indian company and has its Head Office at Calcutta. It was further argued that the *Hercules* falls in the medium group and it is medium sized company, as will appear from the Award in Reference No. 8 of 1960 published in the Gazette of India, at page 1309, dated 23rd April 1960. For these reasons, *Hercules* Exhibit W. 21 is a comparable concern. It was also urged by the Union that as a matter of fact all the foreign companies are comparable concerns because some premium is paid by all, and the other companies are paying more wages although getting less premium income.

59. In reply to the contention of the Union that the *Hercules* was a comparable concern on the basis of which the demands of the Union contained in the charter of demands Exhibit W. 5(a) dated 14th August 1961 should be modified and an award for Wages, D.A., etc., should be passed, as mentioned in Exhibit W. 34 read with Exhibit W. 21, it was contended, on behalf of the management, that *Hercules* was no basis at all and, therefore, there can be no comparison between *Hercules* and *National Insurance*, with which we are concerned. In support of this contention the company relied on the net premium from 1958 to 1963 of *Hercules* and *National Insurance*; on the profit and/or loss of these two companies from 1956 to 1962; and on the dividends declared from 1956 to 1962.

60. It would be better to put the figures under four heads as A. B. C. and D. which were placed before me by the company. They are as below:

#### A.

##### *Net Premium Income (General)*

	Hercules (since 1935)	National (Ext. W.37)
1958	64,37,000	41,11,000
1959	69,42,000	48,67,000
1960	73,34,000	52,96,000
1961	78,89,000	64,68,000
1962	91,50,000	65,20,000
1963	88,79,000	81,61,000

#### B.

##### *Profit and/or Loss*

	Hercules (Profit)		National
1956	5,22,000	Loss	2,19,000
1957	4,36,000	Profit	71,000
1958	4,90,000	Profit	36,000
1959	6,05,000	Profit	14,000
1960	6,81,000	Loss	25,000
1961	10,21,000	Profit	1,76,000
1962	8,56,000	Profit	3,06,000
	46,31,000		4,59,000

After deducting loss.

C.

*Dividend Declared*

	Hercules	National
1956	20%	NIL
1957	20%	NIL
1958	20%	NIL
1959	20%	NIL
1960	22.5%	NIL
1961	26.25%	4 p.c. subject to tax
1962	26.25%	6 p.c. " "
	150%	10 p.c.

D.

*Reserve*

	Hercules	National
1962	36,31,000	15,14,000 out of which 9,00,000 brought from outside.

61. Relying on a decision of the Supreme Court in *Express Newspapers (P) Ltd. Vs. Union of India*, 1961 (1) L.L.J. 339, it was contended on behalf of the company that the capacity of the company to pay is to be considered on an industry cum region basis, after taking a fair cross-section of the industry and that the proper measure for gauging the capacity of an industry to pay is to take into account the elasticity of demand for the product, the possibility of tightening up the organisation so that the industry could pay higher wages without difficulty and the possibility of increase in the efficiency of the lowest paid workers resulting in increase in production considered in conjunction with the elasticity of demand for the product—no doubt, against the ultimate background that the burden of the increased rate should not be such as to drive the employer out of business. Therefore, it was argued that if the Union relied on *Hercules* for comparison then it is not a fair cross section of the industry as held by the Supreme Court in the just mentioned case. The Union, on the other hand, contended that the company must tighten other expenses to pay higher wages as the expense ratio is highest according to the charter Exhibit M. 12 furnished by the company in 1962 due to loss of business every year and not due to high pay, and, therefore, if the expense of the company is tightened and also other unnecessary expenses are cut down, it is easy for it to pay higher wages to the poor paid employees who are concerned in the reference.

62. On a consideration of the arguments of both sides and on the documents mentioned above, it appears to me that three companies covered by Exhibits W. 21, W. 25 and W. 27, which are of Calcutta, are of and in the same region carrying on the same industry, and, therefore, they may be said to be comparable concerns, but both the parties ultimately seemed to agree that *Hercules Exhibit W. 21* satisfied most of the tests laid down by the Supreme Court in the above mentioned cases. I, therefore, accept *Hercules, Exhibit W. 21*, as the comparable concern, as admitted by the Union and as almost indirectly conceded by the Company in the end. I propose, therefore, to fix wages etc., keeping in view the wages, D.A. etc. which are given in *Hercules*.

*F. Revised Scales of Wages:*

63. The next question is, what should be the revised scales of wages? Bearing in mind the principles laid down by the Supreme Court for fixation of rates of wages let us now approach this question. I have already held that the company has got the financial capacity to pay the increased wages which might be fixed by this award as its financial condition is sound and stable and the present company is a flourishing and rising one with bright future. I have further held that there is ample scope for tightening up the organisation and decreasing the high expenses of the management due mainly and mostly because of very high salaries which are being paid to top officers of the Company so that the company could pay higher wages without the least reasonable difficulty to its staff which would result in the increase in the efficiency of the employees concerned and in increase in insurance business. The burden of increase of wages, etc., would not be such as to drive the company out of insurance business, as contended on imaginary grounds by the company.

64. In order to give an idea about wage scales of the different categories of workers in the different companies, the Union filed Agreements of the different companies, which, as mentioned earlier, are Exhibits W. 17 to W. 28 and W. 48 to W. 50. A comparative statement of wages of basic salary and D.A., etc., on the basis of the aforesaid agreements Exhibits W. 17 to W. 28 and W. 48 to W. 50 has been prepared by the Union, and it is Exhibit W. 34. As stated earlier, the Company did not admit, and very rightly, that companies, in respect of which their Agreements Exhibits W. 17 to W. 28 and W. 48 to W. 50 were filed were of similar concerns. This objection was conceded by the Union and it is not necessary to give reasons for accepting this contention of the company which I have upheld. It may, however, be mentioned that this fact was admitted also by W.W. 1, at pages 11 to 12, that the companies mentioned in Exhibits W. 17 to W. 28 and W. 48 to W. 50 were not similar concerns, either because their Head Offices were in Bombay or outside India. For instance, the region covered by Exhibits W. 17 to W. 28 is in Bombay and only three companies covered by Exhibits W. 21 Hercules, W. 25 General Assurance and W. 27 Indian Trade and General Assurance, were in Calcutta. I have already given reasons for holding that the contention of the Union that Hercules Exhibit W. 21 read with Exhibit W. 34 & W. 34(a), should be accepted as a basis as it is very much similar and it is a comparable concern and both are situated in Calcutta and there is not much difference between the two, as will appear from the figures given before, is correct. It is true that the existing scale of this company and the National Insurance is more, but the total wages is less than that of Hercules though otherwise it is comparable. Hercules an Indian Insurance Company, has its head office at Calcutta. I, however, do not accept the contention of the Union that all the Foreign companies are comparable because the same premium is paid by all. It is also a fact that other companies are paying more wages although getting less premium income.

65. I propose, therefore, to give below scales of wages of the different grades of the staff which are only 3 in Hercules, as will appear from Exhibit W. 21 and also from Exhibit W. 34. They are these.

#### *Exhibit W. 21*

*Grade A: Senior Clerks* Rs. 130—10—210—EB—15—345.

*Grade B: Junior Clerks* Rs. 80—7—150—8—190—EB—10—230—12½—267½.

*Grade C: Subordinate Staff* Rs. 30—2—50—2½—60—3—78.

It is mentioned that drivers under Grade C may be given a higher start based on individual merits by mutual understanding.

66. As against the above, the existing scale of the staff of the company, with which we are concerned, and which has been classified into two grades that is, Clerical and Subordinate Staff, is as below:

*Clerical:* Rs. 80—5—100—7—135—10—165—EB—10—205—15—220—EB—15—280.

*Subordinate Staff:* Rs. 35—2—47—3—80.

67. The demands of the Union, as mentioned in Exhibit W. 5(a), are excessive and cannot be accepted and it would not be fair to allow these wages considering the capacity of the company to pay.

68. Taking, therefore, into consideration all the facts and circumstances of the case and the arguments and evidence of both sides and keeping in view the accepted scales of pay, the demands of the Union, the scales of pay existing in Hercules and the financial capacity of the company, it would be reasonable and fair and in the interest of both parties to fix the following revised scales of wages for the five grades of staff in this Company:

#### *Revised Scales of Wages Fixed*

1. Grade A. Senior Supervisory staff etc. Rs. 130-10-210-EB-15-345
2. Grade B. Junior Supervisory staff etc. Rs. 100-8-180-EB-10-230-12-290-15-305
3. Grade C. Assistants etc. 80-7-150-8-190-EB-10-230-12-266-15-296
4. Grade D. Motor Drivers, etc. Rs. 60-4-100-5-125
5. Grade E. Subordinate Staff Rs. 35-2-50-3-60-4-80



**Issue No. 2—**

"To what extent, if any, the demand of the workmen for the enhancement of the rates of dearness allowance is justified?"

69. It will appear from Exhibit W. 40, which is a settlement between the National Insurance Co. Ltd. and their workmen represented by the Present Union in Reference No. 54 of 1958 of this Tribunal on 18th February, 1959 that the Dearness Allowance for Clerical Staff was fixed at 10 per cent of the basic salary with a minimum of Rs. 55 per month and maximum of Rs. 90 per month, and, the D.A. payable to the Subordinate Staff, was increased from Rs. 33 to Rs. 38 per month effective from 1st January, 1958. This was in 1959 and this is existing at present. But before 1959, in 1955 by virtue of the Agreement, dated 10th June, 1955 Exhibit W. 28(a) the D.A. to the Clerical Staff, drawing salary of Rs. 280, was increased by 5 per cent to 55 per cent, the minimum being raised from Rs. 45 to Rs. 50 and the maximum from Rs. 70 to Rs. 80 and the D.A. to the Subordinate Staff was raised from Rs. 28 to Rs. 33. This D.A. was further increased in 1959, as mentioned above, by virtue of the Agreement between the parties, Exhibit W. 40.

70. The demand of the Union is that since 1959 there has been an increase in the average cost of living and the cost price of staple food stuff has also gone up very high, and, therefore, there should be further increase in the D.A. fixed in 1959 under Exhibit W. 40. It was further contended that it was only after 1959 that the question of increased D.A. arose, as there was no dispute before 1959, and, therefore, the dispute arose for the first time only after 3rd June, 1961, when the agreement Exhibit W. 40 was terminated by Exhibits W. 3 and W. 4 and only two months after on 3rd June, 1961, on 4th August, 1961, when Charter of Demands Exhibit W.5(a) was submitted on 14th August, 1961, and, therefore, D.A. must be based on percentage basis. In the Charter of Demands, Exhibits W.5(a), under Para III the D.A. claimed is at the rate of 1-1/2 per cent of basic pay for every rise of 5 points over the cost of living index figure 360 (1939=100) or 1 per cent of basic pay for every rise of 1 point over the cost of living index figures of 100 (1949=100) subject to the minimum of Rs. 20. It is further mentioned therein under Para III in Exhibit W.5(a) that All India Cost of Living Index should be taken as the basis for calculation for D.A.

71. It was, however, pointed out by the company that in the Written Statement, as will appear from para 29 at page 10, the claim of the Union on account of D.A. is entirely different from the claim under the Charter of Demands Exhibit W.5(a). In the written statement, in para 29, at page 10, under Issue No. 2, under D.A., it was said that the generally accepted Scheme of D.A. in Calcutta for all respectable mercantile offices which include General Insurance Companies as well is to allow 5 per cent of the Basic Pay as neutralisation on every 10 points rise above 180 points taking as base 1939=100 on first 100 basic pay, half of that on second hundred rupees of basic pay and half of that in the remaining portion of basic pay, for Clerical Staff and Rs. 3 for every such slab of 10 points in the case of Subordinate Staff, and that this is a scientific scheme evolved by the best brains of the employers putting together and is loosely known as Bengal Chamber of Commerce Scheme of Dearness Allowance. This Scheme, it is further mentioned therein, roughly neutralises only 90 per cent. of the neutralisation in basic wages in the first hundred rupees of basic pay group, 45 per cent neutralisation in the second hundred rupees of basic pay group and 22-1/2 per cent of neutralisation on the rest. Thereafter, an example is given and it is shown by an example as to how to work out this formula and after doing so it is mentioned at page 11 that for Grade A Subordinate Staff Scales of pay at 360 points=120 should be given as D.A., for Grade C Assistants Scales of pay at 360 points=Rs. 200 should be given as D.A. per month. How these two figures given are arrived at are also shown in the written statement.

72. On behalf of the company, however, it was contended that no enhancement of D.A. was at all called for, as the existing D.A. must stand as that was the agreed D.A. fixed under the agreement of 1959, Exhibit W.40. To that, as I have already stated, the reply was that the agreement was no longer in force because it was terminated on 3rd June, 1961, by Exhibits W.3 and W.4 and, therefore, after 3rd June, 1961, after termination of the previous agreement Exhibit W.40 the dispute arose and, as such, Charter of Demands on 14th August, 1961, Exhibit W.5(a), was perfectly justified and valid.

73. It appears to me that the original agreement of 1959 cannot be considered to be in force when it was terminated on 3rd June, 1961, by two notices by the Union Exhibits W.3 and W.4 and as such after two months after 3rd June, 1961, a dispute on the question of D.A. enhancement could be raised and the present

dispute having been raised on 14th August, 1961 by presentation of Charter of Demands Exhibit W.5(a) was perfectly valid and legal.

74. Next question is, if the demand of the workman for the enhancement of rates of D.A. is justified. This question must be answered in the affirmative. In this connection, the Union placed reliance on Exhibits W.32, W.33 and W.34. Reference to these documents has already been made previously.

75. Exhibit W. 32 is a Chart showing Consumer Price Index Number Base 1949=100 and this shows that in 1955 the General Index was 96 and the Food Index was 92, whereas, in July 1964, the General Index was 154 and Food Index was 157. Next in 1961 when the Charter of Demands Exhibit W.5(a) was presented the General Index and the Food Index were both 12 points each.

76. Exhibit W. 33 is a Middle Class Cost of Living Index for Calcutta, published by Capital Base 1939=100 and it gives figures from 1955 to 1964 for all the 12 months practically. It appears therefrom, that in January, 1955 the Living Index Number was 380, whereas, in 1961, it rose to 476 when the charter of demands Ext. W.5(a) was presented and in August 1964 it was 524.

77. Exhibit W. 34 is a comparative statement of basic salary and D.A. of the different General Insurance Companies paid to Assistants. These companies mentioned therein are about 21 in number, of which No. 4 is Indian Trade and General Insurance Co. Ltd., No. 6 Hercules Insurance Co. Ltd.; and No. 10 General Assurance Society Limited, which are all in Calcutta, besides National Insurance Co. Ltd., which is No. 21, with which we are concerned. In this Exhibit W.34, the D.A. paid to the Assistants is given. It appears therefrom that D.A. paid by No. 4 Indian Trade and General Insurance to Assistants ranges from Rs. 75 to Rs. 130 on the salary and to Senior Assistants varies from Rs. 105 to Rs. 130; by No. 6 Hercules to Assistants Grade B ranges from Rs. 128 to Rs. 267, that is, 160 per cent to Assistants Grade B and to Assistants Grade A also 160 per cent, i.e., Rs. 184 to Rs. 280; by No. 10 General Assurance to Assistants Grade B between Rs. 80 to Rs. 110, to Assistants Grade A between Rs. 92 to 110 and to Special Grade from Rs. 107 to 110 on the basic pay mentioned therein, whereas, the National Insurance, No. 21, with which we are concerned, pays to its Assistants D.A. varying from Rs. 55 to Rs. 90 only.

78. Exhibit W. 34(a) is a similar statement regarding Sub. Staff and that also mentions D.A. and the basic salary paid by 21 companies mentioned therein.

79. From Exhibit W. 34(a) it appears that No. 4 Indian Trade and General pays D.A. to subordinate staff varying from Rs. 65 to Rs. 80; No. 6 Hercules varying from 110; No. 10 General Assurance Society, Rs. 68 and No. 21 National Insurance, with which we are concerned, Rs. 43. This is the comparative statement showing D.A. paid in all the three companies in Calcutta.

80. I have excluded the other insurance companies which have got their Head Offices either in Bombay or Madras or which are Foreign Companies.

81. On behalf of the company, it was contended that Exhibit W. 33, in which the Middle Class Cost of Living Index for Calcutta is published is from Capital, which is a private paper, and, therefore, it is not reliable. It was further contended that, no doubt Exhibit W. 32, in which Consumer Price Index Numbers, as given by Government Labour Bureau, are given, but 60 per cent neutralisation should be given as held by the Supreme Court in the case of the Clerks of the Calcutta Tramways Vs. Calcutta Tramway Co. Ltd., 1956 II. L.L.J. 450.

82. In the just mentioned case, Supreme Court held that in matters of granting D.A., except to the lowest class of manual labourers, whose income is just sufficient to keep body and soul together, it is impolitic and unwise to neutralise the entire rise in the cost of living by dearness allowance and it is more so in the case of middle classes. In that connection, Govinda Menon, J. who spoke for the Court, at page 452, observed:

“There can be no doubt whatever that if the scheme adumbrated by the Bengal Chamber of Commerce is adopted in the case of Clerks and depot cashiers, they would get amounts far in excess and out of all proportions to what were awarded to the other workmen whose appeal had already been disposed of by the Appellate Tribunal though it has to be recognised that the cost of living index in the case of the appellants has to be considered to be more on the result of physical labour rather than of mental faculties. In short, the clerks and depot cashiers should be considered as the white-collared fraternity.”

"In these circumstances, we have to find out whether the procedure followed by the Labour Appellate Tribunal namely, leaving out 20 points unneutralised and allowing 5 per 20 points rise in the living cost index but taking into consideration a higher living cost index of 382 in the case of the appellants as compared with the average index of the workmen of 370, is a justifiable method to be adopted."

"It is difficult to hold that the middle classes in this country can be said to form a separate stratum of society even in a city like Calcutta having the same mode of life, the same necessities, uniform requirements and comforts. There are different grades even among the middle classes and it is unwise to predicate the same degrees of comforts and necessities for every one who is said to belong to the middle classes. Such being the case, to say that the clerks in the mercantile firms can be considered equal in all respects to the 600 clerks and depot cashiers of the company is an argument which cannot be accepted as sound."

83. It was further argued, by the Company, relying on the decision of the Supreme Court in *Hindusthan Times Ltd., New Delhi Vs. Their workmen* (1963-64), 24 F.J.R. 342, that the whole purpose of D.A. being to neutralise a portion of the increase in cost of living, it should ordinarily be on a sliding scale and provide for an increase on rise in the cost of living and decrease on fall in the cost of living. Therefore, in the present case, it was urged that what was done in this Supreme Court decision should be followed and as such there should be a sliding scale of Re. 1 for every 10 points rise and, therefore, for 20 rise D.A. increase should be Rs. 2.19 paise only.

84. In the just mentioned Supreme Court decision, Das Gupta, J., speaking for the court observed, at page 352, as follows:

"On a consideration of all the circumstances of this case, we direct that a sliding scale be attached to the dearness allowance of Rs. 25 per month as awarded by the Tribunal on the lines that it will be liable to be increased or decreased on the basis of Re. 1 for every ten points in case of rise and fall in the cost of living from the base of 400, the 1939 index being taken to be 100; the sliding scale to take effect from 1st April, 1959."

85. In reply to the above contentions, on behalf of the employees, reliance was placed on the decision of the Supreme Court in *Remington Rand of India Vs. Its workmen*, 1962 I.L.L.J. 287, in which it was held that if the cost of living shows a tendency to rise very high, the workmen would be entitled to claim that there should be a change in the rates of dearness allowance basically fixed in order to allow them more neutralisation, and, such a demand cannot be rejected without examining its merits, solely on the ground that because a provision is made for adjustment from time to time, the scheme ought to remain in force for all the time and cannot be reopened or re-examined. In this case, the Supreme Court directed, at page 293, that the increase should be 100 per cent of the basic pay between 1 to 100; 50 per cent of the basic pay within 101 to 200, and 25 per cent of the basic pay of 201 and over. Relying on that it was contended by the Union that, in the instant case, taking 1939 as the base, price index of 401 to 410, for the first 100 of basic pay, it should be 10 per cent, 50 per cent on the second 100 and 27-1/2 per cent on the remainder. Finally, it was contended that the employees should get D.A. as given in *Hercules Insurance Co. Ltd.*, Exhibit W.34 and Exhibit W.34(a) read with Exhibit W.21.

86. In the above connection, I may also mention the conclusions of the Second Meeting of the Standing Committee on Industrial Truce Resolution held on March 16, 1964, and later on November 13, 1964, regarding linking D.A. with the cost of living index in which it was resolved in order to give relief to the workers against rise in prices that D.A. should be suitably linked with the cost of living index, and, the conclusions should be implemented as early as possible.

87. In this connection, it was further contended, on behalf of the company that the D.A. claim being a complete departure from the existing scheme such a scheme should take effect from the date of the award, and not from the date of the reference. On behalf of the Union, however, it was contended that the effect should be given from the date of the reference and not from the date of the award because the rise in prices has gone up since 1958 and the workmen put in their Charter of Demands Exhibit W.5(a) on 14th August, 1961, as before that

the agreement of 1959 was in force. This question will be decided hereinafter separately along with the revised scales of wages.

88. It cannot be denied that there has been a steep rise in prices of food stuff etc. and consequent rise in the cost of living and, therefore, unless there is a price stabilisation, D.A. becomes a vicious circle and any relief given is rendered unreal within a short time. In the context of the rise in prices since 1958 there has been a radical change in the situation, and, therefore, the Union has rightly demanded that a rise not only in the revision of the pay structure but for re-thinking on the adjustment of D.A. on a more logical basis is also called for.

89. In this connection, the Union placed reliance on Exhibit W. 30, which is an extract from an award dated 8th February, 1949, by Sri Ashutosh Das Gupta, Chairman and Sri Sailosh Chandra Chakravarty, Member, in what is called *Award for Bengal Chamber of Commerce*. In that case, the basis on which the D.A. was calculated for Clerical Staff and the starting pay is given. The basis, as given in the Award Exhibit W. 30, is as below:

*Exhibit W. 30*

“The basis on which the dearness allowance is calculated for clerical staff is:

On the basis of every 10 point rise above the middle class cost of living index figure 180 THE INDEX figures above 180 are divided into groups of 10 points each, i.e., the first group is 181-190, the 2nd 191-200, the 3rd 201-210 and so on until now the present group is 311-320. Now every time the middle class cost of living index figure moves into a higher group, the scale of dearness allowance is raised by 5 per cent on the first 100, 2-1/2 per cent on the second 100 and 1½ per cent on the remainder of salary. Thus when the figure in August of 1946 stood in the group of 251-260 the scale of dearness allowance for clerical staff was 40 per cent on the first 100, 20 per cent on the 2nd 100 and 10 per cent on the remainder of salary. At present, when the figure which is 331 stands within the group 331-340 the scale of dearness allowance recommended by the Chamber is 80 per cent on the first 100, 40 per cent on the second 100 and 20 per cent on the remainder of salary.

“The minimum dearness allowance is calculated on the basis of an increase of Rs. 3 for every rise of the index figure into the next 10 point group. Thus when the index stood within the group 181-190 the minimum dearness allowance was Rs. 4 and in August of 1946, when the index figure stood within the group 251-260, the minimum dearness allowance was Rs. 25; when it moved in the group 291-300, it was Rs. 37 and now when the figure has moved into the group 331-340 the minimum dearness allowance allowable is Rs. 49.”

“Subordinate staff draw a flat rate of whatever is the minimum dearness allowance recommended under the sliding scale applied to the clerical staff. Thus, the minimum dearness allowance recommended in the case of clerical staff at present is Rs. 49 and the flat rate of dearness allowance given to subordinate staff is this amount. With the adoption of this scheme in 1946 the Clerks of the General Office were given a flat increment of Rs. 20. Increments were also granted to the subordinate staff. This however, did not satisfy the employees who carried on agitation and the Tribunal came to be formed.....”

90. The Union, therefore, after taking into consideration all the facts and circumstances ultimately agreed that the D.A. given in the *Hercules* Exhibit W. 34 and Ext. W. 34(a) should be given in this Insurance Company also. The D.A. given there, as will appear from Ext. W. 34 and as mentioned earlier for Assistants Grade A and Grade B is 160 per cent of the Basic Pay which, in my opinion, would be very excessive, and, therefore, I am not prepared to accept this contention of the Union.

91. Taking however, all the facts, evidence, oral and documentary, and arguments of both the parties, into consideration and keeping in view the decision of the Supreme Court in *Remington Rand of India Vs. Its workman* 1962 I. L.L.J. 237. I think it would be reasonable and fair and in the interest of both the parties to revise and increase the Dearness Allowance and reflex it, after taking into consideration also the existing Dearness Allowance given to the Assistants and Subordinate staff.

92. At present, as stated earlier, there are only two categories of staff, namely, Clerical Staff and Subordinate Staff. From Exhibit W. 34 it will appear, as mentioned earlier also, that Clerical Staff, who are called Assistants, get Dearness Allowance varying from Rs. 55 to Rs. 90, which amounts to a little over 60 per cent of the Basic pay in the beginning and it goes on decreasing to a little over one third of the basic pay which at the end is Rs. 280. Exhibit W.34(a) will show that all the Subordinate Staff at present get Rs. 43 at a flat rate, which in the beginning amounts to (Rs. 35 basic plus Rs. 43 D.A.=Rs. 78) more than 100 per cent of the basic pay.

93. I think, therefore, it would be proper to fix the Dearness Allowance for each of the five grades of the staff separately to avoid confusion so that it may not be said that by increasing Dearness Allowance practically no relief has been given to the employees.

94. I, therefore, fix the Dearness Allowance for the five categories of the employees as below:

*Revised Dearness Allowance*

*Grade A: Senior Supervisory Staff, etc.: 50 per cent of the Basic pay fixed.*

*Grade B: Junior Supervisory staff, etc.: 75 per cent of the Basic pay fixed.*

*Grade C: Assistants, etc.: 125 per cent of the Revised Basic pay.*

*Grade D: Motor Drivers, etc.: 100 per cent of the Basic pay fixed.*

*Grade E: Subordinate Staff: 160 per cent of the Revised Basic pay.*

95. I may mention that the percentage of D.A. allowed by the Supreme Court in the above mentioned case for the different slabs of pay is not possible here, because Grade C and E employees are already getting Dearness Allowances, as stated earlier. In these circumstances, the above scale appears to be appropriate and reasonable. The sliding scale asked for by the Company is also not possible because every year the cost of living is going higher and higher, but certainly if there is decrease it would be open to the Company to ask for decrease of the dearness allowance.

*Issue No. 3—*

“Whether the demand for the merger of the dearness allowance with the basic pay of the workmen is justified? If so, to what extent?”

96. On behalf of the Company it was argued that there is no mention of this demand in the Charter of Demands Exhibit W.5(a), and it is claimed only in the written statement, and, further, that the Union has not adduced any evidence to show any merger any where in any other company and that the present economic condition of India does not warrant the consideration of this issue because prices based on sound economic condition have not yet been stabilised, and, therefore, Dearness Allowance rises or falls with the rise or fall of cost of living index, and, as such, D.A. cannot merge with basic salary. The company further referred to Exhibit W. 27 Agreement of the Indian Trade and General Insurance Company; Exhibit W. 25 Agreement of General Assurance Society and, Exhibit W. 21 Agreement of Hercules Insurance Company, in order to show that there has been no merger even in these companies on which strong reliance was placed by the Union itself. It was further contended that no oral evidence even although W.W.1 was examined has been adduced either on this point by the Union. It was also argued that this issue of merger of D.A. with basic salary cannot be considered in isolation unless all the other insurance companies are parties to this issue and as such the reference is bad, and, this objection has been specifically taken in para 21 of the written statement of the Company. I do not think, however, that the objection of the management that the reference is bad has any force. The issue of merger of D.A. with basic salary can be considered in respect of one company and it will not be necessary for consideration of this issue that all the other companies should be parties to it.

97. I may in this connection refer again to the Conclusions of the Second Meeting of the Standing Committee on Industrial Truce Resolution held on March 19, 1964, which came up again before the Third Meeting of the Committee held on November 13, 1964 and was confirmed, in which it was decided that in order to give relief to the workers against rise in prices, the D.A. should be suitably linked with the cost of living index. In my opinion, therefore, the issue of merger of D.A. with basic pay should be decided and the aforesaid Resolution of the Industrial Truce Resolution implemented, if possible.

98. The next question is, how, and to what extent, can relief be given to the workers against rise in prices by merger of D.A. with basic salary and by linking D.A. with the cost of living index.

99. On the above question, it was contended, on behalf of the Union, that upto 360 points there should be merger of basic pay with D.A. and beyond 360 points D.A. should be maintained for determining basic pay on 360 points. It was contended that the present price index for August, 1964 is 524, as will appear from Exhibit W.33, Base being 1939=100. This company, however, does not pay any D.A. on basic pay, beyond Rs. 150 as will appear from Exhibit W.40 read with Exhibit W.34. It was argued that it will appear from Exhibit W.40 that the maximum D.A. is 90 per cent at the rate of 60 per cent of basic pay and, therefore, Rs. 90 is payable only to those whose basic pay is Rs. 150 per month. The Union in this connection also relied on the decision of the Supreme Court in *Clerks of the Calcutta Tramways Vs. Calcutta Tramway Company Ltd.*, 1956 I.L.L.J. 450, at pages 452-453, where the First Report of the Central Pay Commission, 1947, at page 46, Para 71, was referred to. In this connection, I may also refer to the report of Shri S. K. Das, a former Judge of the Supreme Court, who investigated the question of D.A. of Central Government employees. He stated that the need of the hour was stabilisation of prices. His report was finally released to the press on 4th January, 1965. With regard to the Second Pay Commission's D.A. formula he said *inter alia* that some modification of the formula is necessary as long as prices do not stabilise and a *via media* should be found out which will admit of special treatment in an abnormal situation. The report is obviously a warning against the assumption that the link between D.A. and price index is fostering contentment among Central Government employees. In the Supreme Court decision, just referred to above, it was observed, at page 453, with regard to the First Pay Commission Report, that, at page 33, there is a discussion regarding the linking of D.A. to the cost of index numbers and as to whether a flat rate of D.A. irrespective of income should be allowed or not and they further considered the linking of D.A. to the cost of living index numbers on the scale of income groups but at rates diminishing according to the income received. After, however, a perusal of the formula elaborately discussed in Chapter III of the Central Pay Commission, *Their Lordships came to the conclusion that there cannot be a hard and fast rule applicable to all kinds of employees. This will very much demand upon the conditions of labour, nature of the locality and the mode of living. In the industries and centres where D.A. is linked with the consumer price index numbers, workers, automatically get increased D.A. according to the rise in the consumer price index numbers.*

100. Taking into consideration, therefore, arguments of both sides, in my opinion, merger of D.A. with basic pay should not be allowed in the present case, when the workers are getting increased Dearness Allowance for the rise in the Consumer Price Index Numbers. I think, therefore, that the demand of the workmen for the merger of the dearness allowance with the basic pay is not justified to any extent at all.

Issue No. 4—

“What medical facilities the employer should be required to provide for the workmen?”

101. Admittedly, at present, there is no medical facility in this company. At page 11 of its written statement the Union, however, claimed that all the employees of the Company are entitled to free medical aid for themselves and their dependents and that all the cost of hospitalisation, medicines and doctors' bills should be borne by the company. In reply, the company stated its case in para 28, at page 9, of its reply to the statement of the Union filed on 25th August 1962. In para 28 the company says that the medical treatment is a social problem which is the responsibility of the State and the state has established several hospitals, besides there are private hospitals, where free treatment is given to the public, and, therefore, there is no justification for saddling financial burden for medical facilities upon the company, and as such, the company strongly opposed the claim not only on the ground that it is a State responsibility but also on the ground that the company is not in a position to undertake any additional financial burden on this ground at this stage. The company further stated that the employees must wait till the Employees State Insurance Act is made applicable to commercial establishments. The company further contended that there was no evidence that in any other Insurance Company any medical facility was given and even in the three Insurance Companies relied upon by the Union, as will appear from Exhibits W. 21, W. 25 and W. 27, which are all agreements arrived at between parties, there is no mention of any medical facility.

102. For these reasons, the company contended that the Union was not entitled to any medical facility at the cost of the company. The Union, however, relied on the evidence of M.W. 1 Shri R. S. Aggarwal, Secretary of the Company, who admitted in his cross examination that Sri S. N. Gupta, Joint Manager of the company, was granted Rs. 600/- for operation of his eyes by the company. From this it was argued that when an employee falls ill he is granted money for medical expenses although in fact there is no medical facility for all the employees. W.W. 1, Sri P. P. Ravindranathan, General Secretary of the Association, stated that medical facility should be given to the employees as is given in the other smaller General Insurance Companies, as will appear from Exhibits W. 17 to W. 28. He further stated that although there is no medical scheme as such for the employees in this Company but when any employee falls sick the company provides necessary medicines and medical attendance for the time being and the company pays for medical facility to its employees. It has already been conceded by the Union, that, except Exhibits W. 21, W. 25 and W. 27, the other companies covered by Exhibits W. 17 to W. 28, are not comparable concerns and, therefore, there is no use referring to their medical scheme prevalent in their companies.

103. As at present there is no medical facility existing and the company allows *ad hoc* grant of a lump sum to its officers for medical expenses when they fall ill as was done in one case as admitted by M.W. 1, I think it would be proper from a humanitarian point of view to have some medical facility for its low paid employees also who are not officers or holding supervisory post.

104. I would, therefore, direct that the company should appoint a Medical Practitioner of its own, on part time basis, who in case of illness of its employees will certify whether the illness of that particular employee is a prolonged one, or serious or simple one, and on his recommendation grant medical expenses, not exceeding Rs. 100 in one year at the maximum. This will remove the great lacuna, which at present exists in the normal conditions of the life of the employees of this company. I find no valid reason for making any discrimination between an officer and a workman, when both are creatures of God, and, both are liable to fall ill. There should be one rule for all. No doubt in the case of an officer the amount may be more according to the nature of his illness, but this paltry sum of Rs. 100 every year, only if, and when necessary to a workman is not at all excessive so as to break the neck of the company, because this amount will be given only on the recommendation of the Company's doctor.

#### Issue No. 5

"Whether the demand of the workmen for payment of subsistence allowance during the period of suspension is justified and if so, at what rates should the subsistence allowance be paid?"

105. Admittedly no subsistence allowance is at present paid or has been paid, because the company says no case of suspension has ever arisen. According to the company, payment of suspension allowance amounts to indiscipline. According to the union, however, the claim is that if a case of suspension arises subsistence allowance during suspension should be paid at 50 per cent of wages. The company relied on Exhibits W. 21, W. 25 and W. 27 in order to show that even in these three companies, relied upon by the Union, no subsistence allowance was being paid during suspension. The company further said that there was no oral or documentary evidence either to prove this. The Union's claim is found, at page 12 of its written statement and the company's reply thereto is to be found in para 27 of its reply.

106. Ultimately, the Company agreed to follow the Supreme Court decision in *Kesoram Cotton Mills Ltd. Vs. Gangadhar* 1963-64 25-F.J.R. 353, in which Wanchoo, J., speaking for the Court, at page 362, observed:

"Ordinarily, the law is that a workman may be suspended pending enquiry and disciplinary action. If after the inquiry the misconduct is proved, the workman is dismissed and is not entitled to any wages for the suspension period; but, if the enquiry results in the reinstatement of the workman, he is entitled to full wages for the suspension period also along with reinstatement, unless the employer instead of dismissing the employee can give him a lesser punishment by way of withholding of part of the wages for the suspension period."

107. This issue, therefore, is answered by holding that if during the domestic enquiry, a workman is suspended pending enquiry and disciplinary action and

after the enquiry the misconduct of the workman is proved, and he is dismissed, he is not entitled to any wages for the suspension period; but, if the enquiry results in the re-instatement of the workman, he is entitled to full wages for the suspension period also along with reinstatement, unless the employer instead of dismissing the employee gives him a lesser punishment by way of withholding of part of the wages for the suspension period.

Data from which the Scale of Pay, Dearness Allowance, and other benefits allowed by this award, should be effective:

108. The Union has contended that it should be given effect to from the date of the reference, but the management argued that it should be given effect to from the date of the award when it becomes enforceable under Section 17A of the Act, after the publication of the award under Section 17 of the Act, as otherwise lot of complications will arise.

109. In the instant case, Charter of Demands was presented on 14th August 1961. The reference was made on 22nd February 1962. Sri L. P. Dave, to whom the reference was sent in the first instance for adjudication, passed an order for inspection on 11th September 1962. A Writ application against this Order of Shri Dave was admitted by the Hon'ble High Court of Calcutta on 1st October 1962. The Hon'ble High Court disposed it of and vacated the Order of Shri Dave on 4th September 1963. The reference was, thereafter, transferred to this Tribunal on 22nd October 1963.

110. It will thus appear that about 3 years have lapsed since the receipt of the reference in 1962. and, therefore, if retrospective effect is given to this award and it be directed that the revised wages and scales of pay and D.A., etc., should take effect from the date of the reference, great complications may arise. In this view of the matter, I would direct, taking into consideration the interest of both parties, that the revised scales of pay and D.A., etc., should be given effect from the date the award becomes operative under Section 17A of the Act after its publication under Section 17 of the Act.

#### *Adjustment of Scales of Pay:*

111. Reliance was placed on a decision of the Supreme Court in *French Motor Car Co. Ltd. Vs. Their workmen* 1962 II L.L.J. 744, in which Wanchoo J, Speaking for the Court, on the question of adjustments, at page 750, observed:

"A review therefore of the cases cited on behalf of the respondents shows that generally adjustments are granted when scales of wages are fixed for the first time. But there is nothing in law to prevent the tribunal from granting adjustment even in cases where previously pay scales were in existence, but that has to be done sparingly taking into consideration the facts and circumstances of each case. The usual reason for granting adjustment even where wage scales were formerly in existence is that the increments provided in the former wage scales were particularly low and therefore justice required that adjustment should be granted a second time."

112. In the above case, the Supreme Court modified the order as to adjustment of the Tribunal, because, on the facts of that case, the Supreme Court was not satisfied that the order of adjustment should have been ordered almost as a matter of course. In that case, in this connection, at page 751, Wanchoo J, further observed:

"Nor have the respondents satisfied us that a case has been made out for granting adjustments even when a comparatively generous rate of increment was in force in this company previously and the company was paying the highest wages in its own line of business."

113. In the instant case, the facts are different. Here, even a comparatively generous rate of increment was not in force in this Company previously and the Company was not paying the highest wages in its own line of business. In this company, as stated and discussed earlier also, there are only two scales of pay—one for Clerical Staff and one for Subordinate Staff and the wages paid by the Company, as will appear from Exhibit W. 34, are lowest in its own line of business, as compared even with the three Insurance Companies of Calcutta—Exhibits W. 21, W. 25 and W. 27. In this company, the rates of increment cannot, in my opinion, be called to be even comparatively generous. The existing increment provided by the Company for the Clerical Staff is Rs. 5 to Rs. 15 per year and



for the Subordinate Staff Rs. 2 to Rs. 3 per year. From *Exhibit W. 21 (Hercules)* it will appear that the yearly increments for Grade A clerks is Rs. 10 to Rs. 15, for Grade B Clerks Rs. 7 to Rs. 12½ and for Subordinate Staff Rs. 2 to Rs. 3. From *Exhibit W. 23 The General Assurance Society Ltd., Calcutta*, it will appear that the increments for Assistants Grade B are Rs. 7 to Rs. 15; for Assistants Grade A are Rs. 10 to Rs. 17; for Special Grade Assistants Rs. 15 to Rs. 22; and for Sub Staff Rs. 2 to Rs. 6 for Peons etc. and Rs. 4 to Rs. 8 for Dafferies etc. It cannot, therefore, be said that the rates of increments in force in this company are either generous or in accordance with the rates of increments prevailing generally in the region for such staff. This company takes no notice of the nature of work done by the Clerical Staff and treats all alike which is also unfair.

114. It is true that there is an existing pay scale, but the existing pay scales are only for Grade C and Grade E employees and are particularly low, and, therefore, justice requires that adjustment should be granted a second time. Keeping in view the principles laid down in the above mentioned case of the Supreme Court, I would, therefore, direct that where an employee is brought on to the new scale his pay should be stepped up to the next step in the new scale in case there is no such pay in the new scale.

115. I would, therefore, answer the reference partly in favour of the employees and partly in favour of the employers in the manner indicated under different issues while deciding the different items of dispute.

#### *Findings:*

116. For the sake of convenience, however, I summarise below my findings on all the issues involved at one place:

*Issue No. 1: Revised Scales of Pay Fixed/or Revised: (See Para 68)*

*Grade A:* Rs. 130—10—210—EB—15—345

*Grade B:* Rs. 100—8—180—EB—10—230—12—290—15—305

*Grade C:* Rs. 80—7—150—8—190—EB—10—230—12—266—15—296

*Grade D:* Rs. 60—4—100—5—125

*Grade E:* Rs. 35—2—50—3—60—4—80

*Issue No. 2: Dearness Allowance Fixed/or Revised (See Para 94)*

*Grade A:* 50 per cent of the Basic Pay fixed.

*Grade B:* 75 per cent of the Basic Pay fixed.

*Grade C:* 125 per cent of the Revised Basic Pay.

*Grade D:* 100 per cent of the Basic Pay fixed.

*Grade E:* 160 per cent of the Revised Basic pay.

*Issue No. 3: No merger of D.A. with Basic Pay (See Para 100)*

*Issue No. 4: Medical Facilities (See Para 104):*

Maximum of Rs. 100/- per year on the recommendation of the Company's doctor to be appointed on part time basis.

*Issue No. 5: Subsistence allowance during suspension (See Para 107):*

The workmen will be entitled to full wages for the suspension period along with reinstatement unless the employer instead of dismissing the employee gives him a lesser punishment by way of withholding of part of the wages for the suspension period; if the enquiry against him results in his reinstatement; but if his misconduct is proved and he is dismissed, he is not entitled to any wages for the suspension period.

*This award, since when Effective:*

After the award becomes operative under Section 17A after its publication in the Gazette of India under Section 17 of the Industrial Disputes Act, 1947.

*Adjustment of Scales of Pay:*

Where an employee is brought on to the new scale of pay his pay should be stepped up to the next step in the new scale in case there is no such pay in the new scale.

117. This is my award which I submit to the Government of India under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer,  
Central Govt. Industrial Tribunal,  
Dhanbad.

Dhanbad, the 3rd February, 1965.

## ORDERS

*New Delhi, the 23rd April, 1965*

**S.O. 1393.**—Whereas the employers in relation to the members of the Padav Bazar Association, Bombay and their workmen represented by the Sailing Ship and Barge Employees' Association, have jointly applied to the Central Government in the manner required by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for the reference to a Tribunal of an industrial dispute that exists between them, in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said Sailing Ship and Barge Employees' Association represents a majority of the said workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

## SCHEDULE

Whether the following demands put forward by the workmen are justified:—

**1. Working hours.**

For the present the workers are forced to work for 24 hours. But a worker is required to work only for 8 hours a day. The extra time he works must be counted as overtime and the overtime rate of pay must be paid double the normal wages, that is the Basic Pay and Dearness Allowance). However a worker may not be asked to work for more than 12 hours a day including the overtime hours.

**2. Basic Pay.**

The Pay scales of the workers must be fixed as under. The scales are most reasonable.

Laskar/Kalacee      Rs. 70—3—100 EB 4—120.

Tindel                      ...      Rs. 110—4—140 EB 5—165.

**3. Dearness Allowance.**

Every employee must be paid dearness allowance as per Bombay working class cost of living index or the revised textile workers' dearness allowance rate whichever is higher. The retrospective effect of this Dearness Allowance should be given from 1st January, 1960. The arrears arising thereof must be paid immediately.

**4. House rent allowance.**

Below Rs. 75/-                      ...      Rs. 15/- p.m.

Rs. 75 to 100/-                      ...      Rs. 20/- p.m.

Rs. 100 to 300/-                      ...      2% of the Basic Pay subject to a minimum of Rs. 25/- p.m.

**5. City Compensatory allowance.**

Below Rs. 150/-                      ...      10% of the pay subject to a minimum of Rs. 7.50

Rs. 150/- & above                      ...      8% of the basic pay subject to a minimum of Rs. 12.50.

**6. Provident Fund.** 10% of Basic Pay

**7. Sick/Privilege/Casual Leave.** As per Government rules.

**8. Weekly Off and Holidays.**—Weekly off once in a week and public holidays as per the State or Central Government notification.

**9. Bonus.**—As recommended by the Commission appointed by the Government for the purpose. The workers who were not getting bonus for the years 1961-62, 1962-63, 1963-64 must be paid with the same immediately. The three years bonus be paid together as early as possible to which worker it is due.

**10. Payment of monthly emoluments.**—Before 7th of each month, falling in which, a compensation of 10 paise per Rupee per day be given to the total emoluments due to the worker from 8th of the month to the date of payment, both days inclusive.

11. *Retrenchment*.—No worker will be retrenched unless there is surplus to the establishment of the company, or a severe misconduct charge against him. If a worker is to be retrenched due to the above reasons, he will be given notice before one calendar month and opportunity be given to him to explain the matter under which he is charge sheeted. If the management wants to reduce its workmen due to the surplus of establishment then the junior most worker be retrenched and he is given all the legal dues. No worker will be retrenched to any reason until their demands are disposed of and if notices are given it may please be withdrawn.

12. *Medical Treatment*.—Free medical treatment be given to the worker when he is in need of the same and the medical bill be paid to them as well.

13. *Uniform*.—All the workers must be given a uniform of 4 pair pants and 4 shirts/bush shirts per head every year. Every employee be given one umbrella before the onset of monsoon every year, or a rain coat and waterproof head cap. For winter season, a woollen jersey pullover be given to all, every alternate year.

14. *Acting Allowance*.—When an employee is required to act in a higher post or grade or is actually to do the work thereof, acting allowance should be given at the minimum of the higher grade in which he is officiating.

15. *Number of Workers in each vessel*.—As per the license certificate and total tonnage of the vessel. The passengers or articles must not exceed more than the authorised scales.

16. *Works Committee*.—Some officers are using abusive languages on the workers and even on their family members. If they reply, then they are charge sheeted for misbehaviour. This is not fair. We suggest that a Committee consisting of Company representative and two elected representatives from the workmen must be functioned so that both of us can improve the company's present position and avoid the exchange of such abusive languages which is creating unnecessary labour unrest at the present.

17. The crew of the Vessel will not work for shifting cargo from one vessel to other and for this purpose, additional workmen should be provided.

18. *Retirement*.—Employees shall not be compelled to retire by the Company before completion of 60 years of age or 35 years of service whichever is later. After 35 years of service or 60 years of age, the Company can ask the worker to retire and a pension of half the basic salary under which grade he was, be granted per mensem or a gratuity of 30 months wages/salary be given to him. The gratuity must be one month's salary/wages to each completed year of service subject to a maximum of 30 months. If an employee is dismissed under gross misconduct, he should be paid gratuity as written above. If the misconduct involves any monetary loss to the Company, the same can be recovered from his gratuity.

[No. 28/28/65/LR. IV.]

**S.O. 1394.**—Whereas the employers in relation to the Eagle Star Insurance Company Limited and the General Insurance Employees Union, Bombay, representing the workmen of the said Company, have jointly applied to the Central Government in the manner required by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), for reference of an industrial dispute between them to a Tribunal in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said General Insurance Employees Union, Bombay represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether all or any of the following claims put forward by the workmen are justified?"

#### I. Classification of Employees:

The employees will be classified into the following categories:—

(a) Sweepers, Sepoys, Watchmen, Daftarles and Head-Peons shall be placed in Grade 'A'.

(b) Drivers and Liftmen shall be placed in Grade 'B'.

- (c) Assistants (Junior Clerks), Telephone Operators and Typists shall be placed in Grade 'C'.
- (d) Senior Assistants, Higher Grade Assistants, Head-Typists, Stenographers and Cashiers shall be placed in Grade 'D'.
- (e) Senior Supervising Staff, variously termed as Superintendents, Assistant Superintendents, Head-Clerks, Sectional Heads, Senior and Junior Accountants shall be placed in Grade 'E'.

## II. Scales of Pay:

- Grade 'A': Rs. 120—5/6—150—6/7—192—8/6—240 in 19 years.
- Grade 'B': Rs. 180—6—2—192—8/6—240—10/3—270 in 11 years.
- Grade 'C': Rs. 200—10/4—240—15/10—390—20/4—470 in 18 years.
- Grade 'D': Rs. 275—15/6—350—20/5—450—25/5—575 in 15 years.
- Grade 'E': Rs. 350—30/6—530—40/4—690 in 10 years.

## III. Dearness Allowance:

D.A. shall be paid at the rate of  $1\frac{1}{2}\%$  basic pay for every rise of 5 points over the cost of living index figure of 360 (1939=100 points) or 1% of basic pay for every rise of 1 point over the cost of living index figure of 100 (1949=100 points) subject to a minimum of Rs. 20/-.

All India Cost of Living Index shall be taken as the basis for calculation of the Dearness Allowance.

## IV. Adjustments:

An employee shall be fitted into the new scales on a point to point basis. The basic pay and Dearness Allowance as on 1st January 1964 shall be treated as basic pay only for the purpose of adjustment of basic pay to the new scale of pay.

Employee who is drawing more basic pay than what is warranted after proper adjustment as above, shall continue to receive the excess amount as Personal Pay and shall also be given usual annual increment.

## V. Special Allowance:

Employees engaged in work mentioned below and/or designated as below shall be entitled to Special Allowance per mensem in addition to their salaries and emoluments in the manner stated below:—

- (a) Watchmen, Bank Peon, Delivery Peons, Franking Machine Operators, Duplicating Machine Operators and Hecto-Graph Machine Operators  
Rs. 20/- per month.
- (b) Head-Peon, Rs. 30/- per month.
- (c) Typists and Telephone Operators: Rs. 30/- per month.

## VI. Special Increments:

Besides the above, the employees under Grade 'C' and 'D' shall be entitled to Special Increments for passing the following examinations on the scale shown against each examination.

### On Graduation:

2 Increments.

On passing the following examinations:

- |   |   |                              |
|---|---|------------------------------|
| <ol style="list-style-type: none"> <li>1. Licentiate of A.C.I.I.—Part I</li> <li>2. A.F.I.I. Part I or A.C.I.I. Part III</li> <li>3. A.F.I.I. Part II or A.C.I.I. Part III.</li> <li>4. Chartered Accountant</li> </ol> | } | One increment for each part. |
|---|---|------------------------------|

N.B.—In case of Stenographers and Junior Supervisory Staff the total number of special increments shall not exceed three during that grade. A graduate appointed as an Assistant shall get a higher starting salary by two increments. Those graduates Assistants who have not received the graduation increments shall also get two increments.

### VII. Other Allowances:

(a) *Overtime Allowance*: An employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wages inclusive of special allowance and all other allowance. No employee shall be engaged in for overtime work more than 90 hours in a Calendar year.

(b) *Officiating Allowance*:

(i) If an employee is required to officiate in a higher post, he shall be entitled to—an 'Acting Allowance' at the rate of 20% of his salary for the period for which he officiates.

(ii) If an employee is required to act in a post for which Special Pay is provided, he shall be entitled to *pro-rata* Special Allowance for the period of such work done.

(c) *House Rent Allowance*: All the employees shall be paid as 'House Rent' a sum at the rate 10% of their basic salary per mensem, subject to a minimum Rs. 20/-.

### VIII. Amenities:

Subsidies:

(i) Text Books for A.C.I.I. or Federation of Insurance Institute Examination shall be supplied by the Company. Examination fee shall be paid by the employers after the employee passes the examination.

(ii) Adequate subsidy shall be given for Sports, Recreation, Staff-Library and other cultural activities of the employees.

### IX. Free Medical Aid:

All the employees shall be entitled to free Medical Aid for selves and their dependents. All the cost of Hospitalisation, Medicines and Doctors' Bills shall be borne by the employers.

### X. Gratuity:

On retirement, or retrenchment or on death or on total and permanent disability of an employee while in the service of the Company.

One month's basic salary for each year of continuous service subject to a maximum of 20 months' basic salary.

On resignation from service after the completion 10 years continuous service.

One month's basic salary for each year of continuous service subject to a maximum of 20 months' basic salary.

On termination of service by the Company.

One month's basic salary for each completed year of service but not more than 20 months' basic salary.

Gratuity: Salary for the purpose of calculating Gratuity shall be the terminal basic salary drawble by the employee previous to death, disablement, retirement, resignation, retrenchment or termination of service, as the case may be.

### XI. Retirement Age:

The age of retirement of an employee shall be 60 years.

### XII. Provident Fund:

The following alterations in the existing Provident Fund Rules should be made:

(i) Interest at the minimum rate of  $4\frac{1}{2}$  should be paid on the total contribution by the employees and Company.

(ii) Unclaimed fund should be distributed *pro-rata* every three years amongst the existing employees from time to time.

(iii) Full benefits of the fund should be permitted to the employees on completion of five years of service.

### Board of Trustees:

On the Board of Provident Fund Trust, the employees and employers should have equal number of representatives, Employees representatives should be elected

by themselves by simple majority of votes. Re-election of the Employees' Representatives should be held every three years unless necessitated earlier by death or resignation or recall by a majority of the employees.

### **XIII. Leave:**

*Casual Leave:* 15 days casual leave should be given in a calendar year. 6 days Casual leave may be granted at a stretch. Casual leave may be prefixed and suffixed to Holidays and Sundays.

*Privilege (Earned) Leave:* Privilege Leave should be allowed to all employees at the rate of 1 day for every 11 calendar days. Employees should be allowed to accumulate leave upto 6 months. Return Fare to the employee, his wife and dependents should be granted once in two years for going anywhere in India. Encashment of leave shall be allowed.

*Sick Leave:* Thirty days sick leave per year should be allowed on full pay to the employees with a maximum accumulation of 12 months during the service period.

In case of prolonged illness further sick leave with half pay should be allowed upto six more months and another six months without pay.

*Maternity Leave:* Maternity Leave upto the period of three months shall be allowed to all female employees, but in no case more than six weeks leave will be allowed from the date of confinement.

*Retirement Leave:* Three months Retirement Leave shall be granted at the time of retirement to all employees.

*Examination Leave:* Employees shall be allowed adequate leave for appearing in all the recognised examinations in addition to all other leave.

*Special Leave:* Adequate Leave shall be allowed to the Union Representatives and Office Bearers of the All India Insurance Employees' Association and/or its affiliated Units, to enable them to attend meetings and conferences of the Unions and their Central Organisations and to participate in the Tribunals and Conciliation Proceedings.

### **XIV. Security of Service:**

No employee shall be victimised for Trade Union activities.

### **XV. Working Hours:**

The working hours for employees in Grade C, D & E shall be 33 hours a week and 36 hours for employees in Grade A & B. A grace time of 15 minutes shall be allowed before they are marked late.

#### **Bonus:**

Customary: Employees shall be paid three months basic salary as Bonus per year.

### **XVII. Uniform to Employees in the Grades A & B:**

An employee of Grade A & B shall be provided with the following outfit annually:—

1. Summer Uniform: Two sets—One additional Summer Uniform shall be provided where winter uniform is not necessary.
2. Umbrella: One.
3. Foot-wear: Two pairs.
4. Rain Coat: One for those who are to do outdoor duties.

### **XVIII. Allowance During Suspension:**

During the suspension of an employee, he shall be paid an allowance equal to 75% of his total wages.

### **XIX. Recruitment:**

Recruitment shall be made from amongst the retrenched employees of the General Insurance Industry, registered in the Pool as demanded in the resolution adopted in the All India Convention of General Insurance Employees held on 15th and 16th August 1960 in Bombay under the auspices of the All India Insurance Employees' Association. Only in case of such employees are not available in the Pool, recruitment might be made through local employment exchanges. In case of recruitment from among the retrenched employees, due credit shall be given to the past service and restriction regarding, age, educational qualifications, etc., applicable to new recruits shall be waived.

**XX. Confirmation.**

Employees shall be confirmed after 3 months' Probationary Service automatically.

**XXI. Temporary Staff:**

The Company may employ temporary employees for performing duties of purely temporary nature. But such staff in no instance shall exceed more than 6 months in temporary service, after which he shall be treated automatically in permanent service, from the date of appointment.

**XXII. Promotion:**

No direct recruitment shall be made in Grades D and E and all vacancies in these grades shall be filled in by way of promotion. The promotions shall be made on the basis of seniority and merits of the employees. Employees in Grades A and B shall be absorbed in Grade 'C' on passing S.S.C., S.S.L.C., or equivalent examinations.

**XXIII. Transfer:**

No employee shall be transferred from one place to another without his prior consent.

**XXIV. Date of Effect:**

All benefit stated in this Charter of Demands shall have effect from the 1st day of January, 1964.

**XXV. Trade Union Rights:**

The All India Insurance Employees' Association and its affiliated Units shall be given due recognition and such facilities as providing Trade Union Offices and holding Trade Union Meetings in Office Premises and hanging Notice Board of the Union should be granted.

**XXVI. Existing Rights & Privileges:**

Nothing contained in this Charter shall adversely affect or take away from any employee or group of employees any right, privileges or usages, practice or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employee or group of employees.

[No. 74(15)/64-LRIV Pt.]

*New Delhi, the 26th April 1965*

**S.O. 1395.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Life Insurance Corporation of India, Calcutta and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

**SCHEDULE**

(1) Whether the demands of the Calcutta Division Life Insurance Employees Association for absorption and confirmation of the following three employees and for the grant of benefits as admissible to Class IV staff to them are justified?

1. Shri Kalipada Bhukta
2. Shri Rakhal Roy
3. Shri Parasuram Nayak.

(2) If so, to what relief are all or any of the workmen entitled and from which date?

[No. F. 70(9)/63-LRIV.]

O. P. TALWAR, Under Secy

*New Delhi, the 23rd April, 1965*

**S.O. 1396.**—In exercise of the powers conferred by sub-section (1) and (3) of section 5A, read with section 9 of the Dock Workers (Regulation of Employment) Act, 1948, (9 of 1948), the Central Government hereby appoints Shri D. K. Guha, Deputy Chairman, Calcutta Dock Labour Board, as a member of the Calcutta Dock Labour Board, *vice* Shri R. Roy, and makes the following further amendment in

the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1485 dated the 2nd June, 1960, namely:—

In the said notification, under the heading "*Members representing the Central Government*," in item (2), for the entry "Shri R. Roy", the entry "Shri D. K. Guha" shall be substituted.

[No. 523/37/60-Fac.]  
K. D. HAJELA, Under Secy.

### ERRATA

In Ministry of Labour and Employment notification No. 17/2/64/LR IV, dated 15th February, 1965, published in the Gazette of India Part II-Section 3(ii), dated 20th February, 1965, as S.O. 651, the following correction is to be made:—

Page 744,—

Para 2, Sub-para (i), 1st line—  
for "therein" read "herein".

### MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 24th April 1965

**S.O. 1397.**—In pursuance of the appropriate provision of the India Cotton Cess Act, 1923 (14 of 1923), the Central Government are pleased to appoint the following persons to be members of the Indian Central Cotton Committee. Bombay up to the 30th September, 1965, or up to the finalisation of the re-organisation proposals of the Committee, whichever is earlier:

S. No.	Name and address	Section
1.	Shri Madanmohan R. Ruia, c/o Ramnarain Sons Pvt. Ltd., State Bank Building Annexe, Bank Street, Fort, Bombay-1	4(iv)
2.	Shri R. M. Deshmukh, Morshi Road, Amravati.	4(x)
3.	Shri Mallaraj Urs, Director of Agriculture, Mysore	4(ix)
4.	Shri Neville N. Wadia, Bombay Dyeing and Manufacturing Co., Bombay.	4(x)
5.	Shri R. G. Saraiya, Narandas Rajaram & Co., Outram Road, Fort, Bombay-1.	
6.	Shri Chunilal B. Mehta, Chunilal B. Mehta & Co., Yusuf Building, 43, Mahatma Gandhi Road, Bombay-1.	
7.	Shri R. D. Mehra, Bungalow No. 1, Road No. 56, Punjab Bagh, New Delhi-34.	
8.	Shri R. Doraiswamy, Textile Commissioner, Bombay.	
9.	The Economic & Statistical Adviser to the Govt. of India Ministry of Food and Agriculture, New Delhi.	
10.	Shri M. B. Somani, Advocate, Akola.	
11.	Shri Chimanlal B. Parikh, 28, Apollo Street, Fort, Bombay-1.	
12.	Shri R. D. Shah, Cotton Adviser, Office of the Textile Commissioner, Bombay.	
13.	The Joint Secretary (Finance), Ministry of Food and Agriculture, New Delhi.	
14.	Sardar Ujjal Singh, 12, Curzon Road, New Delhi.	
15.	Sardar Satwant Singh, Nasirpur Farm, Bahadurgarh Fort, Patiala, Punjab.	
16.	Shri S. S. Puri, Secretary, National Co-operative Development Corporation, C-56, South Extension Part II, New Delhi-16.	
17.	Shri Jehangir P. Patel, Patel-Volkart Pvt. Ltd., Bombay-1.	
18.	Shri D. V. Lele, Member, Khadi & Village Industries Commission, Gramodaya, Irla Road, Vile Parle (West) Bombay-36.	
19.	Shri S. D. Patil, Chalisgaon, Maharashtra.	
20.	Giani Zail Singh, M.L.A., 31, M.L.A's Quarters, Chandigarh.	
21.	Shri N. R. M. Swamy, Ranipeth, Madras.	

[No. 1-3/85-Com.III.]  
N. K. DUTTA, Under Secy.



**MINISTRY OF INDUSTRY & SUPPLY**

**(Department of Industry)**

**ORDER**

*New Delhi, the 12th April, 1965*

**S.O. 1398.**—Whereas departmental proceedings under Central Civil Services (Classification, Control and Appeal) Rules, 1957 are pending against Shri R. P. Sivan., peon, Central Footwear Training Centre, Madras.

And whereas the post of Director, Small Industries Service Institute, Madras, who is the disciplinary authority, according to the schedule to the Notification of the Government of India, in the late Ministry of Commerce and Consumer Industries No. SRO 631, dated 28th February 1957, as amended by Ministry of Industry & Supply Notification No. F. 4/1/64-Vig., dated 27th August 1964 (issued under S.O. 3331), is lying vacant.

Now, therefore, the President in exercise of the powers conferred by Clause (b) of Sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957 hereby orders that the Joint Development Commissioner, in the office of the Development Commissioner (Small Scale Industries) will act as the disciplinary authority for imposing all the penalties mentioned in rule 13 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957 and Development Commissioner (Small Scale Industries) will act as the Appellate Authority in the instant case.

[No. 4/1/64-Vig.]

N. CHIDAMBARAM, Dy. Secy.

**(Department of Industry)**

**ORDER**

*New Delhi, the 24th April 1965*

**S.O. 1399/IDRA/6/5.**—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with Rules 5(1) and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, till the 31st December, 1965, the following persons to be the members of the Development Council established by the Order of the Government of India in the late Ministry of Industry No. S.O. 132, dated the 1st January, 1964, for the scheduled industries engaged in the manufacture or production of Electric Motors and of Machinery and equipment for the generation, transmission and distribution of electric energy (excluding house service meters and panel instruments) and directs that the following amendments shall be made in the said Order, namely:—

In the said Order,

(i) for item 13 and the entry relating thereto, the following item and entry shall be substituted, namely:—

13. Shri R. Bowyer,  
M/s. Indian Cable Co. Ltd.,  
9, Hare Street,

(ii) for item 21 and the entry relating thereto, the following item and entry shall be substituted namely:—

21. Shri S. Swayambhu,  
Director (Technical),  
Heavy Electricals Ltd.,  
Bhopal (M.P.).

(iii) for item 22 and the entry relating thereto, the following item and entry shall be substituted namely:—

22. Shri K. N. Rao,  
Chief Engineer (Supply),  
B.E.S. & T. Undertaking,  
BEST House, Post Box No. 192,  
Bombay-1.

(iv) for item 25 and the entry relating thereto, the following item and entry shall be substituted namely:—

25. Shri C. Balasubramaniam,  
Deputy Secretary,  
Ministry of Industry and Supply,  
(Department of Industry),  
New Delhi.

and (v) after item 29 and the entry relating thereto, the following item and entry shall be inserted namely:—

30. Shri G. S. Choudhury,  
Director,  
Regional Research Laboratory,  
Bhubaneswar (Orissa).

[No. 1(12)/Dev. Councils/63.]

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### CORRIGENDUM

*New Delhi, the 26th April 1965*

**S.O. 1400.**—In the late Ministry of Industry Order No. S.O. 132 dated the 1st January, 1964, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 1st January, 1964:—

(I) For 3. Shri V. G. G. Nayar, M/s Aluminium Industries Ltd., Kundara, (Kerala State).

Read 3. Shri V. G. G. Nayar, General Manager, Indian Aluminium Cables Ltd., No. 6—Retendone Road, New Delhi-11.

and (II) For 10. Shri S. R. C. Poti, Technical and Commercial Manager, Asian Cables Corporation Ltd., Pokhran Road, Post Box No. 11, Thana (Maharashtra State).

Read 10. Shri S. R. C. Poti, General Manager, The Premier Cable Co. Ltd., Chelur Building, Mahatma Gandhi Road, Ernakulam-6 (Kerala State).

[No. 1(12)/Dev. Councils/63.]

C. BALASUBRAMANIAM, Dy. Secy.

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**(Department of Industry)**

**(Indian Standards Institution)**

*New Delhi, the 15th April 1965*

**S.O. 1401.**—In licence No. CM/L-746 dated 24th July, 1964 held by M/s. Speedwell Electricals Private Limited, Hyderabad, the details of which are published under S.O. 3487 in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 3 October 1964 the list of articles has been revised as follows with immediate effect:

Fractional Horse Power Electric Motors, Single-Phase (1 HP) and Threc-Phase.


[No. MD/12:1184.]

*New Delhi, the 20th April 1965*

**S.O. 1402**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 9 April 1965.

#### THE SCHEDULE


Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
I		Ferro-Gallo Tannate Fountain Pen Ink (0.2 Percent Iron Content)	IS: 1581-1960 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.2 percent Iron Content)	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being inscribed on the top side of the monogram as indicated in the design.

[No. MD/17:2]

**S.O. 1403**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 1 May 1965.

#### THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
I		Malathion Emulsifiable Concentrates	IS: 2567-1963 Specification for Malathion Emulsifiable Concentrates	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.

[No. MD/17:2]

**S.O. 1404**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the marking fee per unit for Ferro-Gallo Tannate Fountain Pen Ink (0.2 Percent Iron Content), details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 9 April 1965.

## THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1	Ferro-Gallo Tannate Fountain Pen Ink (0.2 Percent Iron Content).	IS: 1581-1960 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.2 Percent Iron Content).	10 Litres	22 Paise

[No. MD/18:2]

**S.O. 1405**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the marking fee per unit for Malathion Emulsifiable Concentrates, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1 May 1965.

## THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1	Malathion Emulsifiable Concentrates.	IS: 2567-1963 Specification for Malathion Emulsifiable Concentrates.	One Litre	3 Paise

[No. MD/18:2]

**S.O. 1406**—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that thirty-one licences, particulars of which are given in the Schedule hereto annexed, have been granted authorising the licences to use the Standard Mark.

# THE SCHEDULE

Serial No.	Licence No. & date	Period of Validity		Name and Address of the Licensee	Article/ Process covered by the Licence	Relevant Indian Standard
		From	To			
1	2	3	4	5	6	7
1	CM/L-1020 4-3-1965	1-4-65	31-3-66	M/s. Indodan Milk Products Ltd., Budhana Road, Muzaffarnagar, U.P. having their Registered Office at 5, Pollock Street, Calcutta-1.	Condensed Milk, Full-Cream, Sweetened.	IS : 1166-1957 Specification for Condensed Milk.
2	CM/L-1021 9-3-1965.	1-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, Distt. Durg. (M.P.) having their Registered Office at P.O. Hinoo, Ranchi.	Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.	IS : 1875-1961 Specification for Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.
3	CM/L-1022 9-3-1965	1-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Plant, P.O. Durgapur-3, Distt. Burdwan (West Bengal) having their Registered Office at P.O. Hinoo, Ranchi.	Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.	IS : 1875-1961 Specification for Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.
4	CM/L-1023 9-3-1965	1-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Plant, P.O. Durgapur-3, Distt. Burdwan (West Bengal) having their Registered Office at P.O. Hinoo, Ranchi.	Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).	IS : 2830-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).
5	CM/L-1024 9-3-1965	1-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Plant, P.O. Durgapur-3, Distt. Burdwan (West Bengal) having their Registered Office at P.O. Hinoo, Ranchi.	Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).	IS : 2831-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).
6	CM/L-1025 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Mild Steel & Medium Tensile Steel Bars and Hard-Drawn Steel Wire for Concrete Reinforcement.	IS : 432-1960 Specification for Mild Steel and Medium Tensile Steel Bars and Hard-Drawn Steel Wire for Concrete Reinforcement ( <i>Revised</i> ).
7	CM/L-1026 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Cold Rolled Carbon Steel sheets	IS : 513-1963 Specification for Cold Rolled Carbon Steel Sheets ( <i>Revised</i> ).

1	2	3	4	5	6	7
8	CM/L-1027 10-3-1965	1-4-65	31-3-66	The Tata Iron & Steel Co. Ltd., Jamshedpur (Bihar).	Structural Steel (High Tensile)	IS : 961-1962 Specification for Structural Steel (High Tensile) ( <i>Revised</i> ).
9	CM/L-1028 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Hot Rolled Carbon Steel Sheet & Strip.	IS : 1079-1963 Specification for Hot Rolled Carbon Steel Sheet and Strip ( <i>Revised</i> ).
10	CM/L-1029 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Rivet Bars for Structural Purposes.	IS : 1148-1964 Specification for Rivet Bars for Structural Purposes ( <i>Revised</i> ).
11	CM/L-1030 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	High Tensile Rivet Bars for Structural Purposes.	IS : 1149-1964 Specification for High Tensile Rivet Bars for Structural Purposes ( <i>Revised</i> ).
12	CM/L-1031 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.	IS : 1875-1961 Specification for Carbon Steel Bars, Billets, Blooms and Slabs for Forgings
13	CM/L-1032 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Carbon Steel Billets, for Re-Rolling into Structural Steel (Standard Quality).	IS : 2830-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).
14	CM/L-1033 10-3-1965	1-4-65	31-3-66	The Tata Iron and Steel Co. Ltd., Jamshedpur (Bihar).	Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).	IS : 2831-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).
15	CM/L-1034 12-3-1965	1-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, Distt. Durg (M. P.) having their Registered office at P.O. Hinoo, Ranchi.	Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).	IS : 2830-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).
16	CM/L-1035 12-3-1965	1-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, Distt. Durg (M. P.) having their Registered office at P.O. Hinoo, Ranchi.	Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality)	IS : 2831-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).
17	CM/L-1036 19-3-1965	1-4-65	31-3-66	M/s. Anand Insecticides, 4/5, Elaiya Mudali Street, Kowkupert, Madras-21 having their office at 17, First Cross Street, C.I.T. Colony, Madras-4.	Endrin Emulsifiable Concentrates	IS : 1310-1958 Specification for Endrin Emulsifiable Concentrates.
18	CM/L-1037 22-3-1965	1-4-65	31-3-65	M/s. Anand Insecticides, 4/5, Elaiya Mudali Street, Kowkupert, Madras 21 having their office at 17, First Cross Street, C.I.T. Colony, Madras 4.	BHC Water Dispersible Powder Concentrates.	IS : 562-1962 Specification for BHC Water Dispersible Powder Concentrates.

19	CM/L-1038 22-3-1965	1-4-65	31-3-66	M/s. Bharat Pulverising Mills Pvt. Ltd. Hexamar House, 28-A, Sayani Road, Bombay.	DDT Emulsifiable Concentrates	IS: 633-1956 Specification for DDT Emulsifiable Concentrates.
20	CM/L-1039 23-3-1965	1-4-65	31-3-66	The Tata Iron & Steel Co. Ltd., Jamshedpur (Bihar).	Hot Rolled Steel Strips (Balling)	IS: 1029-1956 Specification for Hot Rolled Steel Strips (Balling).
21	CM/L-1040 23-3-1965	1-4-65	31-3-66	The Tata Iron & Steel Co. Ltd. Jamshedpur (Bihar).	Carbon Steel Bars for Production of Machined Parts for General Engineering Purposes.	IS: 2073-1962 Specification for Carbon Steel Bars for Production of Machined Parts for General Engineering Purposes.
22	CM/L-1041 25-3-1965	1-4-65	31-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, Distt., Burdwan (West Bengal) having their Registered office at 12, Mission Row, Calcutta-1.	Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.	IS: 1875-1961 Specification for Carbon Steel Bars, Billets, Blooms and Slabs for Forgings.
23	CM/L-1042 25-3-1965	1-4-65	31-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, Distt., Burdwan (West Bengal) having their Registered office at 12, Mission Row, Calcutta-1.	Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).	IS: 2830-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Standard Quality).
24	CM/L-1043 25-3-1965	1-4-65	31-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, Distt., Burdwan (West Bengal) having their Registered office at 12, Mission Row, Calcutta-1.	Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).	IS: 2831-1964 Specification for Carbon Steel Billets for Re-Rolling into Structural Steel (Ordinary Quality).
25	CM/L-1044 26-3-65	16-4-65	15-4-66	M/s. Shibu Metal Works, Subzi Mandi, Jagadhri (Punjab).	Wrought Aluminium Utensils, Grade SIC.	IS: 21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (Second Revision).
26	CM/L-1045 26-3-1965	1-4-65	31-3-66	M/s. Lucky Acid & Chemical Works, 32/2, Murari Pukar Road, Calcutta-4.	Hydrochloric Acid, Analytical Reagent Grade.	IS: 265-1962 Specification for Hydrochloric Acid (Revised).
27	CM/L-1046 29-3-1965	16-4-65	15-4-66	M/s. Optimohar Industries Pvt. Ltd., Harichand Textile Mill's Compound, Vikhroli, Bombay-79.	Blow Lamps	IS: 1899-1961 Specification for Blow Lamps.
28	CM/L-1047 29-3-65	16-4-65	15-4-66	M/s. Bagbross, Delhi Road, Sonapat, (Near Delhi).	Cast Iron Surface Plates Grade I, Up to 400 x 400 mm Size only.	IS: 2285-1963 Specification for Cast Iron Surface Plates.
29	CM/L-1048 29-3-1965	16-4-65	15-4-66	M/s. Dhanpat Mal Jawala Das Feed Mills, 33, Najafgarh Industrial Area, New Delhi-15 (Factory under the Style of Nandi Provendar Mills).	Balanced Feed Mixtures for Cattle.	IS: 2052-1962 Specification for Balanced Feed Mixtures for Cattle.

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30	CM/L-1049 31-3-1965	1-5-65	30-4-66	M/s. Jindal (India) Pvt. Ltd., 4, Dharam-tala Road, P. O. Belurmath, Distt. Howrah (West Bengal) having their office at 161-1, Mahatma Gandhi Road, Calcutta-7.	Mild Steel Tubulars and Sockets	IS 1239-1964 Specification for Mild Steel Tubes and Tubulars ( <i>Revised</i> ).
31	CM/L-1050 31-3-1965	16-4-65	15-4-66	M/s. Kashmira Ceramic Product Pvt. Ltd., G. B. Road, Vill. Mira, Borivli, Bombay-66.	Salt-Glazed Stoneware Pipes and Fittings of diameter 100 mm, 150 mm, 200 mm, and 300 mm.	IS 651-1962 Specification for Salt-Glazed Stoneware Pipes and Fittings ( <i>Revised</i> ).

[No. MD/33:16]



**S.O. 1407.**—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that Sixty licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

# THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article(s) covered by the Licence.	Relevant Indian Standard.
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-7 27-12-1955	1-4-65	31-3-66	The Pioneer Magnesias Works Ltd., 113/115, Mahatma Gandhi Road, Fort, Bombay.	Magnesium chloride, Grade 3	IS : 254-1962 Specification for Magnesium Chloride ( <i>Revised</i> )
2	CM/L-26 21-3-1957	1-4-65	31-3-66	M/s. Carew & Co. Ltd., Rosa, District Shahjahanpur, (U.P.)	Rectified spirit, Grade 1	IS : 323-1959 Specification for Rectified Spirit ( <i>Revised</i> )
3	CM/L-71 13-3-1958	1-4-65	31-3-66	M/s. Travancore Chemical & Mfg. Co. Ltd., Manjummel, Alwaye	Copper sulphate, technical.	IS : 261-1950 Specification for Copper Sulphate, Technical
4	CM/L-72 13-3-1958	1-4-65	31-3-66	The Hindustan Electric Co. Ltd., Indus- trial Area, New Township, Faridabad (Punjab)	Three-phase induction motors from 1 HP to 10 HP	IS : 325-1961 Specification for Three-Phase Induction Motors ( <i>Second Revision</i> )
5	CM/L-120 20-3-1959	1-4-65	31-3-66	M/s. Himalayan Plywood Industries Pvt. Ltd., Tinsukia (Assam)	Tea-chest plywood panels.	IS : 10-1953 Specification for Plywood Tea-Chests ( <i>Revised</i> )
6	CM/L-162 5-2-1960	1-4-65	31-3-66	M/s. National Pipes & Tubes Co. Ltd., Shamnagar, Eastern Ry., having their Regd. office at Nicco House, Hare Street, Calcutta-1	(a) Naval Brass Rods and Sec- tions.	IS : 291-1961 Specification for Naval Brass Rods and Sec- tions (Suitable for Machining and Forging) ( <i>Revised</i> )
					(b) Free cutting brass rods and sections.	IS : 319-1962 Specification for Free Cutting Brass Rods and Sections ( <i>Revised</i> )
					(c) High tensile brass rods and sections.	IS : 320-1962 Specification for High Tensile Brass Rods and Sections ( <i>Revised</i> )
7	CM/L-163 5-2-1960.	1-4-65	31-3-66	M/s. National Pipes & Tubes Co. Ltd., Shamnagar, Eastern Ry., having their Regd. office at Nicco House, Hare Street Calcutta-1	(a) Copper rods for boiler stay bolts and rivets	IS : 288-1960 Specification for Copper Rods for Boiler Stay Bolts and Rivets ( <i>Revised</i> )
					(b) Copper rods for electri- cal purposes.	IS : 613-1964 Specification for Copper Rods for Electrical Purposes ( <i>Revised</i> )

1	2	3	4	5	6	7
8	CM/L-170 11-3-1960	1-4-65	31-3-66	The Britannia Biscuit Co. Ltd., 15, Taratolla Road, Calcutta-27	Biscuits (excluding wafer biscuits)	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits)
9	CM/L-171 11-3-1960	1-4-65	31-3-66	The Britannia Biscuits Co. Ltd., Reay Road, Mazagaon East, Bombay-10.	Biscuits (excluding wafer biscuits)	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits)
10	CM/L-172 11-3-1960	1-4-65	31-3-66	M/s. Parle Products Mfg. Co. Pvt. Ltd., North Level Crossing, Vile Parle, Bombay-24.	Biscuits (excluding wafer biscuits).	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits).
11	CM/L-173 11-3-1960	1-4-65	31-3-66	M/s. Lily Biscuits Co. Pvt. Ltd., 3, Ramakanta Sen Lane, Ultadanga, Calcutta-4	Biscuits (excluding wafer biscuits)	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits)
12	CM/L-174 11-3-60	1-4-65	31-3-66	M/s. Sathe Biscuit & Chocolate Co. Ltd., 820, Bhayani Peth, Poona-2.	Biscuits (excluding wafer biscuits)	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits.)
13	CM/L-175 14-3-1960	1-4-65	31-3-66	M/s. Camlin Pvt. Ltd., 210, Lady Jamshedji Road, Mahim, Bombay-16.	Ferro-gallo tannate fountain pen ink (0.1 percent iron content)	IS : 220-1959 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.1 Per cent Iron Content) (Revised)
14	CM/L-176 14-3-1960	1-4-65	31-3-66	M/s. Camlin Pvt. Ltd., 210, Lady Jamshedji Road, Mahim, Bombay-16.	Dye-based fountain pen ink, blue, red black and green	IS : 1221-1957 Specification for Dye-Based Fountain Pen Inks (Blue, Green, Violet, Black and Red)
15	CM/L-280 13-3-1961	20-3-65	15-3-66	M/s. Jayshree Plywoods, Prop. Jayshree Tea and Industris Ltd., India Exchange, Calcutta-1 (Factory : 20 Canal East Road, Calcutta-1)	Tea-chest plywood Panels	IS : 10-1953 Specification for Plywood Tea-Chest (Revised)
16	CM/L-386 5-3-1962.	15-3-65	15-3-66	The Indian Yeast Co. Ltd., Bhadrakali, Konnagar, West Bengal having their office at 4 Bankshall Street, Calcutta-1	Baker's yeast, dried.	IS : 1320-1958 Specification for Baker's Yeast.
17	CM/L-387 5-3-1962	15-3-65	15-3-66	M/s. Boots Pure Drug Co. (India) Pvt. Ltd., Sion, Bombay-22, having their registered office at 17 Nicol Road, Bombay	Copper oxychloride dusting powders.	IS:1506-1959 Specification for Copper Oxychloride Dusting Powders.
18	CM/L-388 5-3-1962	15-3-65	15-3-66	M/s. Prabhat Udyog Ltd., Prabhat Udyog Nagar, Swami Vivekananda Road, Jogeshwari, Bombay-60 (NB)	Oil pressure stoves	IS : 1342-1959 Specification for Oil Pressure Stoves.

19	CM/L-389 5-3-1962	15-3-65	15-3-66	The National Insulated Cable Co. of India Ltd., Shamnagar (24-Parganas, West Bengal) having their Registered office at Nicco House, Hare Street, Calcutta-1.	PVC cables only (250 Volts and 650 Volts Grade)	IS:694 (Part-I) -1964 Specification for PVC Insulated Cables (For Voltages up to 1100 Volts) with Copper Conductors (Revised) IS: 694 (Part-II)-1964 Specification for PVC Insulated Cables (For Voltages up to 1100 Volts) with Aluminium Conductors (Revised) IS:226-1962 Specification for Structural Steel (Standard Quality)
20	CM/L-391 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan, (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi)	Structural steel (standard quality)	
21	CM/L-392 20-5-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan, (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi)	Mild steel and medium tensile steel bars for concrete reinforcement structural steel	IS:432-1960 Specification for Mild Steel and Medium Tensile Steel Bars for Concrete Reinforcement Structural Steel. IS:961-1962 Specification for Structural Steel (High Tensile) (Revised).
22	CM/L-393 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Project, P.O. Durgapur, Distt. Burdwan, (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi)	Structural steel (high tensile)	
23	CM/L-394 20-3-1962	2-4-66	31-3-65	M/s. Hindustan Steel Ltd., Durgapur Steel Project, P.O. Durgapur, Distt. Burdwan, (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi)	Rivet bars for structural purposes.	IS:1148-1964 Specification for Rivet Bars for Structural Purposes (Revised).
24	CM/L-395 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan, (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi)	High tensile rivet bars for structural purposes.	IS:1149-1964 Specification for High Tensile Rivet Bars for Structural Purposes (Revised)
25	CM/L-396 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Project, P.O. Bhilai-1, Distt. Durg (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi).	Structural steel (Standard quality)	IS:226-1962 Specification for Structural Steel (Standard Quality) (Third Revision).
26	CM/L-397 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Project, P.O. Bhilai-1, Distt. Durg (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi)	Mild steel and medium tensile steel bars for concrete reinforcement	IS:432-1960 Specification for Mild Steel and Medium Tensile Steel Bars and Hard-Drawn Steel Wire for Concrete Reinforcement (Revised).

1	2	3	4	5	6	7
27	CM/L-398 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Project, P.O. Bhilai-1, Distt. Durg (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi).	Structural steel (high tensile)	IS:961-1962 Specification for Structural Steel (High Tensile) (Revised).
28	CM/L-399 20-3-1962	2-4-65	31-3-65	M/s. Hindustan Steel Ltd., Bhilai Steel Project, P.O. Bhilai-1, Distt. Durg (Having their Regd. office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.)	Rivet bars for structural purposes	IS:1148-1964 Specification for Rivet Bars for Structural Purposes (Revised).
29	CM/L-400 20-3-1962	2-4-65	31-3-66	M/s. Hindustan Steel Ltd., Bhilai Steel Project, P.O. Bhilai-1, Distt. Durg (Having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi).	High tensile rivet bars for structural purposes.	IS:1149-1964 Specification for High Tensile Rivet Bars for Structural Purposes (Revised).
30	CM/L-459 29-3-1962	6-3-65	28-2-66	M/s. Jyoti Wire Industries, 112, Sonawala Property Estate, Goregaon East, Bombay-62 having their office at 164, Kika Street, Bombay-4.	Bare annealed high conductivity copper wire, plain and tinned	IS:396-1953 Specification for Bare Annealed High Conductivity Copper Wire for Electrical Machinery and Apparatus (Tentative) and Clause 12.8 of IS:434-1953 (for Tinning requirement only).
31	CM/L-475 27-11-1962	1-4-65	31-3-66	M/s. V. Gopalakrishnan Chettiar and Co. Prop. M/s. Madura Metal Products, 32, 32A, Bridge Station Road, Selhur, Talkkulam P.O. Madurai-2.	Wrought aluminium circles Grades SIB & SIC.	IS:21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (Second Revision).
32	CM/L-492 26-12-1962	16-3-65	30-4-65	M/s. Alma Electrical Corporation Pvt. Ltd., Mathurapur Road Goria, 24 Parganas having their office at 2 India Exchange Place (2nd Floor), Calcutta-1.	Metal clad switches, 15 and 30 amperes of 250 and 500 volts Grade and 60 amperes of 500 volts Grade.	IS:1567-1960 Specification for Metal Clad Switches (Current Rating Not Exceeding 100 Amperes).
33	CM/L-507 21-2-1963	15-3-65	15-3-66	M/s. Geo Industries and Insecticides (I) Pvt. Ltd., Field No. 82/3 (a) Sathankadu, Kaladipet Madras-19.	DDT dusting powders	IS:564-1961 Specification for DDT Dusting Powders (Revised).
34	CM/L-508 25-2-1963	15-3-65	15-3-66	M/s. Tata Fison Industries Ltd., Palluruthy, Cochin-5 having their office at Union Bank Building, Dalal Street, Fort, Bombay-1.	Endrin emulsifiable concentrates.	IS:1310-1958 Specification for Endrin Emulsifiable Concentrates.

35	CM/L-509 25-2-1963	15-3-65	15-3-66	M/s. Henlay Cables India Ltd., Hadapsar Industrial Estate, Sholapur Road, Poona-1 having their Registered office at Henlay House, Bellard Estate, Bombay-1.	PVC Cables, 250 and 650 volts Grade, with copper and aluminium conductors; and  PVC insulated and sheathed, flexible cords, 250 Volts Grade, with copper conductors.	IS: 694 (Part I)-1964 Specification for PVC Insulated Cables (for voltages Up to 1100 Volts) with Copper Conductors ( <i>Revised</i> ). IS: 694 (Part II)-1964 Specification for PVC Insulated Cables (for Voltages Up to 1100 Volts) with Aluminium Conductors ( <i>Revised</i> ).
36	CM/L-510 28-2-1963	15-3-65	15-3-66	M/s. Nagrath Paints Pvt. Ltd., 46, Fazalgani, Kanpur (U.P.).	(i) Enamel, brushing interior, (1) Undercoating (2) Finishing Colour as required.  (ii) Enamel, brushing, exterior, Type I (synthetic) (1) Undercoating (2) Finishing Colour as required.  (iii) Enamel, spraying, exterior, Type I (synthetic) (1) Undercoating (2) Finishing Colour as required.	(i) IS: 133-1950 Specification for Enamel, Brushing, Interior, (1) Undercoating (2) Finishing Colour as Required. (ii) IS: 520-1954 Specification for Enamel, Brushing, Exterior, Type I (Synthetic) (1) Undercoating (2) Finishing Colour as Required ( <i>Tentative</i> ). (iii) IS: 521-1954 Specification for Enamel, Spraying Exterior, Type (Synthetic) (1) Undercoating (2) Finishing Colour as Required ( <i>Tentative</i> ).
37	CM/L-512 28-2-1963	15-3-65	15-3-66	M/s. Yawalkar Insecticides and Chemicals, Factory Shed No. 20, Industrial Estate, Kamptee Road, Nagpur-4 having their office at Bhagwaha Layout, Dharampeth, Nagpur-1.	DDT dusting powders	IS: 564-1961 Specification for DDT Dusting Powders ( <i>Revised</i> ).
38	CM/L-514 7-3-1963	15-3-65	15-3-66	The Indian Tool Manufacturers Ltd., 101, Sion Road, Bombay-22.	Parallel shank (short series) and taper shank twist drills.	IS: 599-1960 Specification for Twist Drills ( <i>Revised</i> ).
39	CM/L-515 15-3-1963	1-4-65	31-3-66	M/s. A. M. Rehmani, 1863/Kalupur, Panchapatty, Ahmedabad-1.	Dye-based fountain pen inks, blue, green, red and black.	IS: 1221-1957 Specification for Dye Based Fountain Pen Inks (Blue, Green Violet, Black and Red).

I	2	3	4	5	6	7
40	CM/L-516 21-3-1963	1-4-65	31-3-66	M/s. Henlay Cables India Ltd., Hadapsar Industrial Estate, Sholapur Road, Poona-1 having their Regd. office at Henlay House, Bellard Estate, Bombay-1.	<p>Type <i>Non-flexible VIR Cables</i></p> <p>Voltage <i>Grade</i></p> <p>Conductor</p> <p>(i) TRS 250 volts } Copper (tough rubber sheathed) or (ii) Braided 250 &amp; 660V } Alumi- and com- nium pounded (iii) Weather 250Volts proof (iv) TRS 660 Volts Copper (tough rubber sheathed) only <i>Vir flexible cords</i> (v) Twin 250 Volts } twisted 'Domestic' Type } Copper (vi) TRS 250 Volts } (tough rubber sheathed) only</p>	IS : 434-1953 Specification for Rubber Insulated and Flexible Cords for Electric Power and Lighting (For Working Voltages upto and including 11 kV ( <i>Tentative</i> )).
41	CM/L-522 27-3-1963	1-4-65	31-3-66	M/s. Standard Industrial and Commercial Corporation Ltd., 24, Chittaranjan Avenue, Calcutta-12 (Factory at 20, Harish Neogy Road, Calcutta-4 under the Style of M/s. Standard Laminations).	Tea-chest plywood panels	IS : 10-1953 Specification for Plywood-Tea-Chests ( <i>Revised</i> ).
42	CM/L-523 27-3-1963	1-4-65	31-3-66	M/s. Kamrup Industries Private Ltd., 9, Old Court House Street, Calcutta-1 (Factory at 96, Mahendra Banerji Road, Bahala, Calcutta-34).	Tea-chest Plywood panels	IS : 10-1953 Specification for Plywood Tea-Chests ( <i>Revised</i> ).
43	CM/L-619 10-1-1964	16-2-65	15-2-66	The Indian Tube Co. (1953) Ltd., Jamshedpur, Bihar having their Regd. office at 41, Chowringhee Road, Calcutta-16.	Mild steel tubes and tubulars	IS : 1239-1964 Specification for Mild Steel Tubes and Tubulars ( <i>Revised</i> ).

44	CM/L-622 23-1-1964	1-3-65	28-2-66	M/s. R. N. Datta & Co., 30 Bediadanga 2nd Lane, Calcutta-39 having their office at 12, Rabindra Sarani (Lower Chitpur Road), Calcutta-1.	Steel conduits for electrical wiring	IS : 1653-1960 Specification for Steel Conduits for Electrical Wiring.
45	CM/L-626 14-2-1964	16-3-65	15-3-66	M/s. Anand & Co., A-4, Industrial Estate, Baais Godam Jaipur South, Jaipur (Rajasthan).	Rolled oats (quick cooking type)	IS : 1484-1959 Specification for Rolled Oats Quick Cooking.
46	CM/L-627 18-2-1964	16-3-65	13-3-66	M/s. Tar and Bitumen Products Private Ltd., 63/1, Belgachia Road, Calcutta-37, having their Registered office at 3-D, Garston Place, Calcutta-1.	Hot applied sealing compounds for joints in concrete.	IS : 1834-1961 Specification for Hot Applied Sealing Compounds for Joints in Concrete.
47	CM/L-628 18-2-1964	16-3-65	15-3-66	M/s. Tar and Bitumen Products Private Ltd., 63/1, Belgachia Road, Calcutta-37, having their Registered office at 3-D, Garston Place, Calcutta-1.	Preformed fillers for expansion joints in concrete non-extruding and resilient type (bitumen impregnated fibre).	IS : 1838-1961 Specification for Preformed Fillers for Expansion Joint in Concrete Non-Extruding and Resilient Type (Bitumen Impregnated Fibre.)
48	CM/L-629 18-2-1964	16-3-65	15-3-66	M/s. Usha Martin Black (Wire Ropes) Ltd., Tatisilwai, Ranchi, having their Regd. office at 14, Princep Street, Calcutta-13.	(i) Steel Wire ropes for winding purposes in mines. (ii) Steel wire ropes for haulage purposes in mines.	IS : 1855-1961 Specification for Steel Wire Ropes for Winding Purposes in Mines.
49	CM/L-630 21-2-1964	16-3-65	15-3-66	M/s. Skytone Electricals (India), 43 Industrial Area, Faridabad having their head office at 2655, Sadar Thana Road, Delhi-6.	Light-duty cables for motor vehicles.	IS : 1856-1961 Specification for Steel Wire Ropes for Haulage purpose in mines. IS : 2465-1963 Specification for Light-Duty Cables for Motor Vehicles.
50	CM/L-631 21-2-1964	1-4-65	31-3-66	M/s. Bayer (India) Ltd. Off Cadell Road, Bombay-28, having their Registered office at Nagin Mahal 6th Floor, Veer Nariman Road, Fort, Bombay-1.	Formulations based on stabilised methoxy ethyl mercury chloride concentrates.	IS : 2358-1963 Specification for Formulations Based on Stabilized Methoxy Ethyl Mercury Chloride Concentrates
51	CM/L-632 21-2-1964	1-4-65	31-3-66	M/s. Bayer (India) Ltd., Off Cadell Road, Bombay-28, having their Registered office at Nagin Mahal, 6th Floor, Veer Nariman Road, Fort, Bombay-1.	Formulations based on phenyl mercury acetate.	IS : 2357-1963 Specification for Formulations Based on Phenyl Mercury Acetate.
52	CM/L-633 26-2-1964	16-3-65	15-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, District Burdwan, West Bengal having their Regd. office at 12, Mission Row, Calcutta-1.	Galvanized steel sheets (plain and corrugated).	IS : 277-1962 Specification for Galvanized Steel Sheets (Plain and Corrugated) (Revised).

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53	CM/L-634 26-2-1964	16-3-65	15-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, District Burdwan, West Bengal having their Regd. office at 12, Mission Row, Calcutta-1.	Hot rolled carbon steel sheet and strip.	IS : 1079-1963 Specification for Hot Rolled Carbon Steel Sheet and Strip ( <i>Revised</i> ).
54	CM/L-635 26-2-1964	16-3-65	15-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, District Burdwan, West Bengal having their Regd. office at 12, Mission Row, Calcutta-1.	Structural Steel (ordinary quality)	IS : 1977-1962 Specification for Structural Steel (Ordinary Quality).
55	CM/L-636 26-2-1964	16-3-65	15-3-66	The Indian Iron & Steel Co. Ltd., Burnpur Works, P. O. Burnpur, District Burdwan, West Bengal having their Regd. office at 12, Mission Row, Calcutta-1.	Structural steel (fusion welding quality).	IS : 2062-1962 Specification for Structural Steel (Fusion Welding Quality).
56	CM/L-637 26-2-1964	16-3-65	15-3-66	The Mysore Iron & Steel Ltd., Bhadravati, Mysore State.	Structural steel (standard quality)	IS : 226-1962 Specification for Structural Steel (Standard Quality) ( <i>Third Revision</i> ).
57	CM/L-638 26-2-1964	16-3-65	15-3-66	The Mysore Iron & Steel Ltd., Bhadravati Mysore State.	Structural steel (ordinary quality)	IS : 1977-1962 Specification for Structural Steel (Ordinary Quality).
58	CM/L-640 27-2-1964	1-4-65	31-3-66	M/s. Bharat Pulverising Mills Private Ltd., 'Hexamer House' 28, Sayani Road, Bombay-28.	Copper oxychloride water dispersible powder concentrates.	IS : 1507-1959 Specification for Copper Oxychloride Water Dispersible Powder Concentrates.
59	CM/L-641 27-2-1964	1-4-65	31-3-66	M/s. Arim Metal Industries Private Ltd., 23, Convent Road, Calcutta-14.	Nickel anodes for electro plating	IS : 1958-1961 Specification for Nickel Anodes for Electroplating.
60	CM/L-642 4-3-1964	1-4-65	31-3-66	M/s. National Laminators, Agarpara, P. O. Karmarhatti, 24, Parganas, West Bengal, having their office at National Tobacco Building, 1 & 2, Old Court House Corner, Calcutta-1.	Bitumen felts for waterproofing and damp-proofing Type 3 Grades 1 and 2.	IS : 1322-1959 Specification for Bitumen Felts for Waterproofing and Damp Proofing.



New Delhi, the 22nd April 1965

**S.O. 1408.**—In the Schedule to the notification of the Government of India in the Ministry of Industry and Supply, (Department of Industry), Indian Standards Institution S.O. 79 dated 9th December 1964 published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated 2 January 1965, against serial No. 129, column 5 for M/s. Waverley Jute Mills Co. Ltd., Jagatdal, 24, Parganas having their office at 3 Netaji Subhas Road, Calcutta-1, read The Kelvin Jute Company Ltd., Broad Loom Section at Waverley Jute Mills, Shamnagar, 24 Parganas having their office at 'Mc Leod House', 3 Netaji Subhas Road, Calcutta-1.

[No. MD/12: 171]

**S.O. 1409.**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the Indian Standard, particulars of which are given the Schedule hereto annexed, has been established during the period 7 April to 22 April 1965.

#### THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	Is : 774-1964 Specification for Flushing Cisterns for Water Closets and Urinals (Valveless Siphonic Type). (Second Revision).	Is : 774-1960 Specification for Flushing Cisterns for Water Closets and Urinals (Valveless Siphonic Type) (Revised).	This standard covers the requirements regarding materials, construction, operation and testing of manually-operated, high-level and low-level valveless-siphonic-action type sanitary flushing cisterns for water closets and urinals. (Price Rs. 2.50).

Copies of this Indian Standard are available for sale with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Bombay Mutual Terrace, First Floor, 534 Sardar Vallabhbhai Patel Road, Bombay-7, (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13, (iii) Second Floor, Sathyamurthy Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13 :2]

D. V. KARMARKAR,  
Joint Director (Marks).

#### MINISTRY OF WORKS & HOUSING

New Delhi, the 24th April 1965

**S.O. 1410.**—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works and Housing No. S.O. 119, dated the 9th January, 1965, namely:—

In the table below the said notification in column 2 in the last line, the year "1957" shall be substituted as "1951".

[No. 32(11)/64-ACCII.]

H. S. JAIN, Under Secy.

## MINISTRY OF PETROLEUM & CHEMICALS

*New Delhi, the 17th April 1965*

**S.O. 1411.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Oil Corporation Ltd., and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Special Land Acquisition Officer, C/o. Indian Oil Corporation Limited, P.O. HATHIDAH, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

### SCHEDULE

State—Bihar	District—Santhal Parganas	Thana—Jamtara
Village with thana No.	Survey No. (Plot No.)	Extent in acre
Kangoi No. 16	1089	0.005
S. C. Mihijam	1170	0.022
	1169	0.033
	1167A	0.03

[No. 31/47/63-ONG-10-A/JAT.]

*New Delhi, the 23rd April 1965*

**S.O. 1412.**—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 705 dated the 20th February, 1965 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

**SCHEDULE**

State—West Bengal

Distt:

Hooghly

Thana: Haripal

Village	Survey Nos. (Plot No.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Balia J.L. No. 4	165	·16	Balia, J.L. No. 4— <i>contd.</i>	290	·07
	166	·01		291	·10
	170	·08		294	·14
	171	·10		295	·05
	175	·12		309	·02
	176	·10		315	·03
	177	·04		394	·01
	179	·06		397	·02
	181	·10		398	·18
	182	·10		399	·14
	183	·12		405	·16
	279	·08		590	·08
	280	·12		591	·14
	281	·16		593	·06
	282	·02		641	·01
	283	·01		900	·04
	289	·02			

[No. 31/33/63-ONG.Vol.2.]

**S.O. 1413.**—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 395 dated the 20th January, 1965 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

**SCHEDULE**

State : West Bengal

Distt : Burdwan

Thana: Ondal

Village	Survey Nos. (Plot Nos)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Bhadur, J.L. 42	98	·06	Bhadur, J.L. 42— <i>contd.</i>	495	·04
	99	·06		496	·20
	171	·10		522	·09
	472	·10		523	·01
	473	·10		524	·03
	474	·40		525	·05
	481	·06		526	·05
	493	·02		527	·02

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Bhadur, J.L. 42— <i>contd.</i>	528	·05	Bhadur, J. L.— <i>contd.</i>	845	·03
	529	·04		846	·60
	530	·03			
	531	·04	Oakshin Khanda J.L. 36	592	·10
	532	·02		593	·06
	533	·04		661	·10

[No. 31(33)/63-ONG.Vol.6.]

**S.O. 1414.**—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 398 dated the 20th January, 1965, under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

State :—	West Bengal	Distt :—	Hooghly	Thana—	Jangipara
Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Lohagachi J.L. No. 12	65	·03	Tripan, J.L. 20	24	·04
Dakshin Gulti, J.L. No. 19	41	·08	Rahimpur, J.L. 23	971	·05
	43	·03	Gopalpur, J.L. 8	688	·05
Nabagram J.L. No. 21	3	·05		717	·04

[No. 31(33)/63-ONG-Vol. 15.]

**S.O. 1415.**—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 708 dated the 20th February, 1965, under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is

hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

State—West Bengal

Distt.—Midnapore

Thana—Daspur

Village	Survey Nos. (Plot nos.)	Extent (Acra)	Village	Survey Nos. (Plot, Nos.)	Extent (Acra)
Jotghanashyam J.L. No. 240.	2628	·005	Kultikri, J.L. 241	82	·10
	2629	·02		83	·05
	2630	·03		87	·16
	2631	·01		88	·06
	2639	·04		92	·06
	2641	·01		93	·04
	2652	·12		172	·005
	2667	·42		232	·03
	2681	·17		233	·10
	2682	·15		234	·06
	2683	·14		235	·18
	2684	·06		236	·005
	2685	·03		237	·12
	2717	·06		238	·05
	2718	·06		239	·32
	2719	·06		275	·03
	2722	·12		830	·28
	2815	·03		837	·15
	2822	·03		847	·18
	5498	·07		848	·10
	5586	·26		849	·08
	5587	·05		850	·10
	5588	·0		853	·08
	5598	·02		855	·08
	5599	·0		856	·25
	5604	·0		858	·22
	5605	·04		859	·10
	5606	·05		862	·02
	5607	·02		863	·10
	5608	·03		864	·12
	5609	·04		865	·08
	5610	·01		866	·12
	5633	·22		867	·06
	5634	·22		1002	·28
	5636	·18		1005	·02
	5639	·22		1424	·25
	5640	·03		1427	·16
	5641	·005		1451	·10
	5648	·005		1452	·08
	5649	·02		1453	·08
	5641	·10		1454	·03
	5652	·04		1459	·03
	5653	·04		1460	·04
	5654	·03		1461	·04
	5655	·04		1464	·03
	5656	·02		1465	·06
	5657	·03		1466	·01
	5658	·02		1474	·03
	5659	·005		1796	·05
	5660	·03		1869	·04
	5690	·05		1874	·14
	5691	·04		1875	·05
				1876	·02
				1877	·15

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Kultikri, J.L. 241— <i>contd.</i>	1936	·14	Kultikri, J.L. 241— <i>contd.</i>	1943	·18
	1937	·10		1949	·10
	1940	·10		1950	·01

[No. 31(33)/63-ONG. Vol. 14.]

**S.O. 1416.**—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 397, dated the 20th January, 1965, under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

Addendum

SCHEDULE					
State—West Bengal		Dist.—Hooghly	Thana—Dhaniakha Li		
Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Cheragram J.L. 158	1114	·01	Cheragram, J.L. 158— <i>contd.</i>	2749	·01
	2739	·03		2844	·005
	2740	·03			
	2741	·10	Bathangaria, J.L. 159	372	·36
		·05		392	·05

[No. 31(33)/63-ONG. Vol. 17.]

## CORRIGENDUM

New Delhi, the 20th April 1965

**S.O. 1417.**—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1204, dated the 24th March, 1964 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 4th April, 1964 in village Deorla for Survey No. 26/2/1 read Survey No. 261/2/1.

[No. 31/50/63-ONG. Vol. 1.]

P. P. GUPTA, Under Secy

## ORDER

New Delhi, the 23rd April, 1965.

**S.O. 1418.**—In exercise of the powers conferred by section 18 G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government

hereby makes the following order to amend the Ethyl Alcohol (Price Control) Order, 1961, namely:

1. (1) This Order may be called the Ethyl Alcohol (Price Control) Amendment Order, 1965.

(2) It shall come into force at once.

2. In the Ethyl Alcohol (Price Control) Order, 1961, in column 2 of the table—

(i) for the entries "Twenty (20) nP." occurring against item 1, the entries "Twentyone (21) paise" shall be substituted; and

(ii) for the entries "Nineteen (19) nP." occurring against item 2, the entries "Twenty (20) paise" shall be substituted.

[No. 4(65)-Chem. I/64.]

R. J. BHOJWANI, Under Secy.

### MINISTRY OF COMMERCE

*New Delhi, the 26th April 1965*

**S.O. 1419.**—In exercise of the powers conferred by clauses (b) and (i) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby nominates Shri A. C. A. Rao, Under Secretary to the Government of India, Ministry of Finance, Bombay, and Shri K. S. Ramchandran, Secretary to the Government of Orissa, Industries Department, Bhubaneswar, as members of the Central Silk Board in place of Shri C. K. Srinivasan and Shri K. Ramamurthy, respectively, and directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Industry No. S.O. 1313, dated the 9th April, 1964, namely:—

In the said notification—

(a) against serial No. 2, for the entry "Shri C. K. Srinivasan, Under Secretary to the Government of India, Ministry of Finance, Bombay", the following entry shall be substituted, namely:—

"Shri A. C. A. Rao, Under Secretary to the Government of India, Ministry of Finance, Bombay";

(b) against serial No. 18A, for the entry "Shri K. Ramamurthy, Additional Secretary to the Government of Orissa, Bhubaneswar", the following entry shall be substituted, namely:—

"Shri K. S. Ramchandran, Secretary to the Government of Orissa, Industries Department, Bhubaneswar".

[No. F. 22/2/64-Tex(G).]

**S.O. 1420.**—The Central Government hereby notifies that the Lok Sabha has, in pursuance of clause (c) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), elected on the 2nd April, 1965, the following members of the Lok Sabha to be members of the Central Silk Board with effect from the 3rd May, 1965:—

1. Shrimati Renuka Devi Barkataki.
2. Shri C. R. Basappa.
3. Shri Tridib Kumar Chaudhuri.
4. Shri Sham Lal Saraf.

[No. F. 22/2/64-Tex(G).]

G. R. KADAPA, Dy. Secy.

### COFFEE CONTROL

*New Delhi, the 26th April 1965*

**S.O. 1421.**—The Central Government hereby notifies that Sarvashri A. Shanker Alva and Cherian J. Kappen, Members of the House of the People, have been elected by the House of the People as members of the Coffee Board under clause (b) of sub-section (2) of section 4 of the Coffee Act, 1942 (7 of 1942) for a period of three years with effect from the 19th April, 1965, or for so long as they continue to be members of the House of the People, whichever is less.

[No. 1(1)Plant(B)/64.]

B. KRISHNAMURTHY, Under Secy.

